AGREEMENT NO. MA-057-15010476
BETWEEN
COUNTY OF ORANGE
AND
SATELLITE TRACKING OF PEOPLE, LLC
FOR
PROVISION OF
CONTINUOUS ELECTRONIC MONITORING SERVICES
USING GLOBAL POSITIONING SATELLITE (GPS) EQUIPMENT

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Attachments:

A – State of Washington Department of Enterprise Services, Contracts and Legal Division Master Contracts & Consulting (MCC) Contract #00212 with Satellite Tracking of People for Electronic Monitoring of Offenders 30

B – Participating Addendum WSCA-NASPO Cooperative Purchasing Organization Electronic Monitoring of Offenders Administered by the State of Washington..... 31

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This Agreement (hereinafter referred to as "Contract"), for the provision of continuous electronic monitoring services using Global Positioning Satellite (GPS) equipment, is by and between the County of Orange, a political subdivision of the State of California (hereinafter referred to as "County"), acting through the Orange County Probation Department (hereinafter referred to as "Probation"), and Satellite Tracking of People, LLC, a limited liability corporation (hereinafter referred to as "Contractor"), having its principal place of business at 1212 North Post Oak Road, Suite 100, Houston, TX 77055. County and Contractor may be referred to individually as "Party" or collectively as "Parties".

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated herein by reference:

Attachment A - State of Washington Department of Enterprise Services, Contracts and Legal Division Master Contracts & Consulting (MCC) Contract #00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

Attachment B - Participating Addendum WSCA-NASPO Cooperative Purchasing Organization Electronic Monitoring of Offenders Administered by the State of Washington (hereinafter "Lead State")

RECITALS

WHEREAS, the state of Washington, acting as the Lead State for the Western States Contracting Alliance (WSCA), a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO), hereinafter collectively referred to as "WSCA-NASPO", and acting through the Department of Enterprise Services Contracts and Legal Division Master Contracts & Consulting (MCC), issued Attachment A; and

WHEREAS, the County Procurement Office approves the use of competitively bid cooperative purchasing programs such as those issued by WSCA;

WHEREAS, the County wishes to contract for continuous electronic monitoring services and lease STOP GPS equipment using WSCA Contract No. 00212; and

WHEREAS, Contractor agrees to provide continuous electronic monitoring services using its GPS equipment in accordance with the terms and conditions set forth herein.

NOW, THEREFORE, the Parties mutually agree as follows:

I. DEFINITIONS

1. Ankle Device – As used herein, the term "Ankle Device" shall mean a one-piece GPS system device that will track an individual 24 hours a day, seven days a week via a GPS engine that records and transmits location data.

   a. In the event of, or under circumstances where an individual's medical condition, physical characteristics, or other bodily functions prevent the installation of an Ankle Device, Contractor shall propose the use of an

alternate device for Probation's prior approval, for that specific situation and as needed to accomplish the electronic monitoring objectives under this Contract. In such instances, wherever the term "Ankle Device" appears in this Contract, the alternate device that was pre-approved by Probation for installation on specified individuals shall substitute and satisfy the definition and meaning of "Ankle Device".

2. Continuous Electronic Monitoring (CEM) – As used herein, the term "Continuous Electronic Monitoring" shall mean an electronic system capable of continuous monitoring seven days per week, 24 hours a day, and 365-366 days a year.

3. CEM/GPS – As used herein, the term "CEM/GPS" shall mean continuous electronic monitoring services using GPS equipment.

4. Contractor's Project Manager - As used herein, the term "Contractor's Project Manager" shall mean the Contractor's designee who shall act as Project Manager in the overall management and coordination of contract services on Contractor's behalf, and shall act as the central point of contact with the County.

5. County's Project Manager - As used herein, the term "County's Project Manager" shall mean the Probation Division Director designated to serve with full authority to oversee Contractor's daily operations in the performance of this Contract and to coordinate the activities of Probation personnel assigned to work with Contractor.

6. Exclusion Zone - As used herein, the term "Exclusion Zone" shall mean an area in which the monitored individual is not allowed to travel (e.g., schools, playgrounds, or victim's location).

7. GPS System - As used herein, the term "GPS System" shall mean a worldwide radio navigation system of several satellites that are positioned to receive signals from earth and capable of providing information relative to latitude, longitude, and time of the collected coordinate.

8. Home Monitoring Unit (HMU): As used herein, the term "Home Monitoring Unit" shall mean a GPS accessory device installed in an offender's home that uses radio frequency signal to communicate with the Ankle Device.

9. Inclusion Zone - As used herein, the term "Inclusion Zone" shall refer to an area in which the monitored offender must stay within, during a predetermined period of time (e.g., home or work location).

10. Monitoring Center – As used herein, the term "Monitoring Center" shall mean Contractor's in-house facility where individuals who are placed on the CEM/GPS System are monitored. The Monitoring Center must be capable of notifying Probation personnel or designated users of predetermined alerts.

II. AGREEMENT

1.0 **Scope of Contract**:

This Contract, together with its Attachments and Exhibits incorporated herein by reference, specifies the terms and conditions by which the County will procure and receive services from Contractor. Contractor shall provide County with CEM/GPS in accordance with the terms and conditions herein and in modification of the terms and conditions set forth in Attachment A.

2.0 **Precedence**:

The Contract documents consist of this Contract including its Attachments and Exhibits. In the event of a conflict between the terms and conditions in this Contract and terms and conditions in the Attachments, the conflict shall be resolved by giving precedence first to the terms and conditions of this Contract, then the terms and conditions of the Attachments and Exhibits.

3.0 **Term of Contract**:

The initial term of this Contract shall be for approximately two years, commencing on December 15, 2014 through December 31, 2016 subject to the termination provisions set forth in the following paragraphs:

Paragraph 8.0:	Fiscal Appropriations
Paragraph 12.0:	Breach of Contract
Paragraph 13.0:	Contractor Bankruptcy/Insolvency
Paragraph 14.0 :	Termination
Paragraph 18.0:	Gratuities
Paragraph 23.0 :	County of Orange Child Support Enforcement Requirements
Paragraph 26.0 :	Insurance

3.1 **Renewal:** This Contract may be renewed under the same terms, conditions, scope of work and pricing for an additional two-year period, January 1, 2017 through December 31, 2018, subject to: (a) extension by the Lead State of WSCA Contract No. 00212; (b) the County's assessment of Contractor's performance and availability of funding or appropriations warranting such renewal; (c) upon mutual agreement of the Parties; and (d) applicable policy of the Orange County Board of Supervisors for contract renewals. The County shall not be required to give a reason if it elects not to renew this Contract.

4.0 **Compensation:**

4.1 Compensation to Contractor under this Contract shall be based on the following rates:

Lease of BLUtag one-piece body-attached device for active mode (when unit is in use)		$3.10 per unit per day
Monitoring Center services		$1.00 per unit per day
	TOTAL	$4.10 per unit per day

4.2 Whenever implemented by Contractor and adopted by the Lead State during the time this Contract is in effect, all price decreases from the above daily rates will automatically be extended to the County.

4.3 Contract Amount: The maximum amounts payable under this Contract shall be as follows:

4.3.1 $1,000,000 for the initial term commencing on December 15, 2014 through December 31, 2016

4.3.2 $1,000,000 for the additional two-year period commencing on January 1, 2016 through December 31, 2018, if the Contract is renewed pursuant to Paragraph 3.1 herein.

5.0 **Statement of Work:**

It is the intent of the County to contract with a Contractor that operates a CEM/GPS system with established prohibitions against unauthorized access to, and use of, electronic signals by private or public entities. Devices provided under this Contract shall not be used to eavesdrop or record any conversations, except conversations between monitored individuals and Contractor's Monitoring Center personnel or authorized Probation personnel supervising them, and is only to be used for the purposes of voice identification. By entering into this agreement, Contractor agrees that it operates a CEM/GPS system as described in this paragraph.

This Contract provides for up to an estimated 350 individuals to be monitored at any given time, including adult and juvenile probationers, who will be assigned active devices. The length of time a device will be active on any individual can vary from a few days to several months to years based on individual case dynamics.

The target area shall be primarily Orange County, California; however, it may include any county where an individual resides and who is subject to the jurisdiction of Orange County.

5.1 **Equipment Specifications, Monitoring System and Service Requirements**

5.1.1 Tracking Equipment Features and Capabilities

Contractor shall provide the following equipment items:

5.1.1.1 Ankle Device (One-Piece GPS System Device)

5.1.1.1.1 It shall receive and transmit signals as part of a GPS System, and shall transmit data regarding the monitored individual's status to Contractor's Monitoring Center.

5.1.1.1.2 It shall include an internal clock and memory with the ability to store, at a minimum, 30 hours of data if communication is disrupted, and transmit stored data as soon as communication is restored.

5.1.1.1.3 It shall be equipped with a tamper notification system that immediately alerts Contractor's Monitoring Center of any attempts by an individual to alter the ankle device or its routine operation.

5.1.1.1.4 It shall include a power source (battery) with no less than 60 hours of active life, 250 recharge cycles, and take no more than one hour to recharge.

5.1.1.1.5 It shall include a household voltage type charger.

5.1.1.1.6 It shall include an adapter to allow the device to be charged in an automobile charging plug.

5.1.1.1.7 It shall have a GPS System receiver embedded in the device.

5.1.1.1.8 It shall record a GPS location point at least once every 60 seconds. The GPS location point can be collected as frequently as once every 30 seconds. Each 30-second recording prompt will be defaulted back to the 60 seconds after 30 minutes in order to conserve battery life.

5.1.1.1.9 It shall emit or download signals to Contractor's Monitoring Center at least once every 10 minutes and immediately upon violation.

5.1.1.1.10 It shall have "ping" or "request position" capability to enable Probation personnel to call once every minute into the device to obtain the status of the device in advance of the next 10-minute download interval.

5.1.1.1.11 Its emitted or downloaded signal shall identify the name of the monitored individual, power and tamper status, and be encrypted to prevent duplication.

5.1.1.1.12 Its signal shall be capable of being received and tracked across large urban or rural areas, statewide, and from within structures, vehicles, and other objects to the degree technically feasible in light of the associated cost, design, and other considerations determined relevant by Probation.

5.1.1.1.13 It shall include a non-breakable cell antenna.

5.1.1.1.14 It shall be Federal Communications Commission (FCC)-certified.

5.1.1.1.15 It shall be lightweight, hypoallergenic, sealed, shock resistant, and water/moisture resistant.

5.1.1.1.16 Its strap shall be hypoallergenic, waterproof, and strap lengths shall range from seven inches to 15 inches.

5.1.1.1.17 It shall include a power source (battery) with an active life of at least 18 months and a shelf life of at least two years. The battery shall not be accessible or replaceable by anyone, other than the Contractor.

5.1.1.1.18 It shall not pose a safety hazard or unduly restrict the activities of the monitored individual.

5.1.1.1.19 It shall have a fiber optic strap.

5.1.1.1.20 It shall have a tamper alarm for strap tampering, disconnect, intentional cutting and an out of range alert for the home monitoring application.

5.1.1.1.21 It shall have an unobtrusive appearance so that the monitored individual may confidently wear the equipment in public.

5.1.1.1.22 It shall have vibration capability.

5.1.1.1.23 It shall have the ability to issue an alert when the device is being intentionally shielded.

5.1.1.1.24 It shall have signal triangulation capability that uses cellular towers to determine the location of the ankle device, as an additional location monitoring technology, besides the GPS signals.

5.1.1.2 *Home Monitoring Unit*

Contractor shall provide home monitoring units at no additional cost to the County.

5.1.1.2.1 Landline Application:

5.1.1.2.1.1 It shall function via an analog telephone landline.

5.1.1.2.1.2 It shall transmit monitoring data every four hours; however, violations shall be reported in real time.

5.1.1.2.1.3 It shall be equipped with tamper detection capabilities, including but not limited to, unauthorized movement, opening case, electrical service interruption, and telephone service interruption.

5.1.1.2.1.4 It shall be equipped with, at a minimum, a 24-hour battery backup.

5.1.1.2.1.5 It shall have signal ranges of 100 feet, 200 feet and 300 feet.

5.1.1.2.2 Non-Landline Application – where a landline is not available for use:

5.1.1.2.2.1 It shall be equipped with tamper detection capabilities, including but not limited to, unauthorized movement, opening case, and electrical service interruption.

5.1.1.2.2.2 It shall have 72-hour battery backup in the event of power outage.

5.1.1.2.2.3 It shall tether to the ankle device using radio frequency (RF) signal for restricting a person's movement within an RF signal range of 50 feet, 100 feet or 150 feet.

5.1.1.2.2.4 When the ankle device and the non-landline application HMU are in RF signal range of each other, the following activities will take place as a result:

5.1.1.2.2.4.1 The ankle device will communicate with the Contractor's Monitoring Center software, while the plug-in HMU will act as a home anchor.

5.1.1.2.2.4.2 The ankle device will wake up and attempt to take a GPS point every two hours.

5.1.1.2.2.4.3 In the instances of tampering and/or interruption in the RF signal range, the ankle device shall immediately initiate the receipt of GPS signals and resume its standard data transmission schedule.

5.1.2 Monitoring System and Services

Contractor's monitoring system and services shall include, but not be limited to, the following:

5.1.2.1 Contractor's Monitoring Center shall notify authorized Probation personnel (assigned Deputy Probation Officers) via telephone when certain types of alerts are received by the Monitoring Center. This notification is in addition to email or text messages sent to the assigned Deputy Probation Officers. Contractor shall have a procedure to verify that all immediate notification alerts are received by Probation, which will include the capability to log contact information onto a web-based report that is accessible to authorized Probation personnel.

5.1.2.2 CEM/GPS shall be available seven days per week, 24 hours per day, 365-366 days per year (24/7/365-366), with near real-time reporting of the location of monitored individuals entered into Contractor's computer database which shall be available to County within five minutes of receipt of the information by the Contractor.

5.1.2.3 The Monitoring Center shall be accessible by County personnel 24/7/365-366 through a toll-free telephone number.

5.1.2.4 Contractor shall provide a computer and hardware system that is secure, web-based and accessible only by authorized Probation personnel or their designated users, which will allow for enrollment, creation, and edit of identification data for the monitored

individual (e.g., individual's name/identification number, addresses, contact numbers, predetermined configured alerts, and multiple inclusion/exclusion zone locations).

5.1.2.5 Computer software, hardware and other equipment shall be capable of identifying the location, direction, latitude and longitude, and speed of movement of individuals who are wearing the ankle device, at any given time of the day.

5.1.2.6 Contractor's CEM/GPS shall be capable of immediately notifying authorized Probation personnel of violations, actual or suspected. Violation information shall include, but not be limited to, individual's name/identification number, date, time, type of alert, etc. The Monitoring Center shall have the ability to notify designated Probation personnel within five minutes of the following types of violations: a) unauthorized entry into an Exclusion Zone; b) unauthorized absence from an Inclusion Zone; c) equipment malfunctions; d) equipment tamper/cut; e) power degradation/low battery; f) location verification failure – GPS signal loss; and g) tracking device communication failure.

5.1.2.7 Contractor shall provide to County a device that can forward to the Monitoring Center software, via a landline telephone system, the position of the ankle device for those locations where cellular coverage is poor (for example, in workplace buildings and residences.)

5.1.2.8 Contractor's facility, equipment, data transmissions, and data storage shall be secure. At a minimum, the Contractor's facility shall be alarmed and monitored by a local law enforcement agency or security company. The Contractor's facility shall be equipped with an operational fire protection system. The alarm line shall be a tamper-proof dedicated circuit and shall not be exposed to any person or thing that could alter or damage the line; a back-up secondary alarm line shall be provided for redundancy.

5.1.2.9 The Monitoring Center shall be located within the continental United States of America.

5.1.2.10 The web-based system software shall enable authorized Probation personnel and designated users to view selectable maps, including street maps, aerial image maps, and hybrid maps (aerial image with map data), in color for easy identification, with the following functions:

5.1.2.10.1 Track movement history of monitored individuals; ability to replay tracking history by time and date, with the ability to rewind and fast forward.

5.1.2.10.2 Re-size and re-set inclusion and exclusion zones.

5.1.2.10.3 Display street names, area parks and names, schools, freeways, and landmarks such as Disneyland, California Adventure, Knott's Berry Farm, Soak City, Hobby City/Adventure City, Boomers (Irvine & Fountain Valley) and Wild Rivers Water Park.

5.1.2.10.4 Ability to pan and zoom in/out the position of the monitored individual.

5.1.2.10.5 Maps shall be updated at least once a year.

5.1.2.10.6 Provide authorized Probation personnel and designated users with access to view, print, download, and enter/modify monitoring data of monitored

individual, on an as needed basis, due to individual case needs (e.g., addition of exclusion/inclusion zones).

5.1.2.10.7 View the movement of multiple individuals, at the same time, who are on CEM/GPS.

5.1.2.11 Contractor shall prepare and implement a contingency plan for movement of data to a backup monitoring system within four hours following a monitoring system malfunction due to power failure, natural disaster, human error, etc. The monitoring system equipment shall have a 48-hour battery back-up. In the event of a natural disaster, Contractor shall be capable of operating a secondary Monitoring Center in the continental United States.

5.1.2.12 Contractor shall maintain a quality control program/plan that will: (a) ensure that the requirements of the Contract are met; (b) detect errors in monitoring; (c) prevent future errors; and (d) provide quality assurance for the services provided under this Contract. The quality control program/plan will include, but not be limited to:

5.1.2.12.1 How Contractor's CEM/GPS systems will be tested and how performance standards will be met

5.1.2.12.2 A functional performance test and evaluation of the CEM/GPS systems, with documented results, each time the equipment is returned by Probation

5.1.2.12.3 An inspection system assuring ongoing delivery of services, specifying the activities to be audited and inspected on a scheduled or unscheduled basis, the frequency of such audits and inspections, who will perform and record the audits and inspections, and methods for identifying and preventing deficiencies

5.1.2.12.4 A computerized method of tracking equipment inventory, maintenance, battery life, and service records

5.1.2.12.5 A method for ensuring confidentiality of offender record information

5.1.2.13 The Monitoring Center shall meet Federal, State and local regulations.

5.1.2.14 The Monitoring Center's operators shall be trained by Contractor and pass Probation's background clearance, pursuant to section 4.4.6 herein. Contractor's employees who fail to pass Probation's background clearance process shall not be provided access to County's information.

5.1.2.15 Contractor's monitoring system shall have sufficient security infrastructure to prevent unauthorized users from gaining access to monitored individual data. The system will have an appropriate security monitoring system at multiple levels (e.g., firewalls). The security system will provide information on attempted intrusions and other relevant or useful information that can be reported for further investigation and referral for an appropriate law enforcement response.

5.1.2.16 Contractor shall provide Probation with information on its monitoring system architecture to include the hardware, software, and power source(s); this will include a description of contingency plans for system failures, such as notifying the County's

Project Manager. The written contingency plans shall address response procedures in the event of electrical power loss, telephone service loss, or other events that might compromise the security of information and the operation of the Monitoring Center. Contractor shall provide written contingency plans to the County within 10 days of award of Contract.

5.1.2.17 Contractor's monitoring system shall have the ability to query a database to see if any monitored individuals were at a location at a specific date and time.

5.1.2.18 Contractor's CEM/GPS shall provide multiple shapes (circles, squares, rectangles, polygons) for inclusion and exclusion zones.

5.2 **Contractor's Responsibilities**

5.2.1 General Requirements

5.2.1.1 Contractor shall accommodate fluctuations in Probation's requirement to increase or decrease the number of monitored individuals under this Contract. Probation estimates that up to 350 individuals may be monitored at any given time. Hence, Contractor shall have the capability to provide a corresponding number of Ankle Devices and provide monitoring services as directed by Probation. Contractor acknowledges that a percentage of referrals originate from an order of the Court and therefore, come to Probation without prior notification, resulting in unpredictable population levels.

5.2.2 Alarm Notification Requirements

5.2.2.1 Contractor's Monitoring Center shall notify specified persons, (e.g., Deputy Probation Officer and monitored individual) as predetermined by Probation, within five minutes of any of the following events:

5.2.2.1.1 Unauthorized entry into an Exclusion Zone;

5.2.2.1.2 Unauthorized absence from an Inclusion Zone;

5.2.2.1.3 Equipment malfunctions;

5.2.2.1.4 Equipment tamper/cut;

5.2.2.1.5 Power degradation/low battery;

5.2.2.1.6 Location verification failure - GPS signal loss;

5.2.2.1.7 Ankle device communication failure - cellular transmission failure; and

5.2.2.1.8 Unauthorized movement of HMUs.

5.2.2.2 Contractor shall provide multiple options (e.g., cell phone/telephone, text messaging, and e-mail) for notifying Deputy Probation Officers of events listed in section 4.2.2.1 above or other activities indicating a violation or equipment problem for the monitored individual.

5.2.3 Report Requirements

5.2.3.1 Contractor's report data requirements shall include, but not be limited to, individual's identification information, date, time, and latitude and longitude readings.

5.2.3.2 Contractor shall provide to County summary electronic reports of collected case information.

5.2.3.3 The electronic report will provide for a single, comprehensive chronological summary, by individual, showing alerts by specified timeframes, and viewable via the web-based software. This report must be printable.

5.2.3.4 Contractor will ensure Probation has the ability to download and print, on a daily basis, the summary electronic reports.

5.2.3.5 The electronic report shall allow Contractor's authorized personnel to make time-based, text entries that can be inserted into the report for purposes of creating a single record of alerts, activities, communications or attempts to communication with monitored individuals.

5.2.3.6 Electronic reports shall identify all contacts, or attempts to contact, as text in an electronic chronological report, as established by Probation. Contact information shall include the name of Contractor's personnel who made the contact/attempt to contact the monitored individuals, their name/case identification number, the time, and means by which the contacts were made.

5.2.3.7 Contractor shall provide a written report of tamper incidents, upon request by Probation. The report shall include the individual's name/case identification number, equipment serial number, date and time, and type of tamper.

5.2.4 Equipment Replacement Requirements

5.2.4.1 Contractor shall provide replacement of equipment, at no additional cost to County, due to malfunctions, damage, defects, lost or stolen equipment within 48 hours of notification from the County's Project Manager.

5.2.4.2 Contractor shall provide no less than 25% of all active and assigned CEM/GPS ankle tracking devices and spare tracking device straps to be stored on-site at a pre-determined Probation facility for emergency situations during non-business hours. Contractor shall not bill Probation for the equipment until it is installed on a monitored individual.

5.2.4.3 Contractor shall replenish said inventory within 48 hours after notification from Probation.

5.2.4.4 Contractor shall be responsible for any repair and replacement costs, including shipping costs, due to damage by monitored individuals, lost or stolen equipment by monitored individuals, as well as equipment malfunctions, equipment defects or damage during shipping or at Contractor's facilities.

5.2.5 Other Requirements

5.2.5.1 Contractor shall provide CEM/GPS equipment and services to Probation as of the effective date of this Contract.

5.2.5.2 Batteries shall be required for all CEM/GPS equipment provided under this Contract and shall be provided by Contractor to Probation at no additional cost.

5.2.5.3 Contractor shall provide all tools/supplies required to install and service the tracking device to Probation at no additional cost. Tools/supplies shall be compatible with tracking devices and straps as necessary to install, adjust, and remove monitoring devices for emergency situations.

5.2.5.4 Ankle Device upgrades and enhancements shall be done remotely without need of removing the equipment from monitored individuals.

5.2.6 Confidentiality

5.2.6.1 Contractor shall ensure that all data obtained under this Contract, data transmissions and data storage are kept confidential.

5.2.6.2 Upon the effective date of this Contract, Contractor shall be required to supply to Probation a copy of its security policies and procedures for its network security, data transmission security, data storage security, and physical security.

5.2.6.3 Juvenile Record Information: Contractor specifically agrees to comply with the following Juvenile Court Administrative Orders of the Orange County Superior Court, all attached hereto as Exhibit 1 and incorporated herein by reference: (a) Order No. 11/010-903 – "Juvenile Court Hearings" dated November 23, 2011; (b) Order No. 11/009-006 – "Public Access and Media" dated November 23, 2011; and (c) Order No. 12/003-903 – "Exchange of Information" dated March 29, 2012. Said Juvenile Court Administrative Orders govern the confidentiality of juvenile probation records.

The foregoing Juvenile Court Administrative Orders were adopted in accordance with applicable sections of the Welfare and Institutions Code, and all other applicable statutes, court orders and case law. No access, disclosure or release of information regarding a juvenile who is the subject of Juvenile Court Proceedings or any other juvenile record information as discussed in said Juvenile Court Administrative Orders, shall be permitted except as authorized. If authorization is in doubt, no such information shall be released without the prior approval and consent of the Judge of the Juvenile Court.

Juvenile Record Information is understood to include all records and data, which identify the subject of the information, and as respects any aspect of the administration of the Juvenile Court law of the State of California. Such information includes, not is not limited to the subject's offense history, social history, all information of a diagnostic or evaluative nature, and any other personal or confidential data which can be traced to the individual, whether generated by Contractor or not. Contractor shall be responsible for safeguarding all information provided by Probation for use by Contractor.

5.2.6.4 It is the intent of the County that CEM/GPS services maintain the highest public confidence, credibility, and public safety. In the furtherance of these standards, the following shall apply:

5.2.6.4.1 Contractor shall not operate a CEM/GPS system in the County of Orange for persons who are on formal probation without a written Contract with Probation.

5.2.6.4.2 Contractor shall not employ any person who is currently, or has been, under probation supervision, or who is a participant in CEM.

5.2.6.4.3 Contractor shall operate a CEM system with established prohibitions against unauthorized access to, and use of, electronic signals by private or public entities.

5.2.6.5 Contractor shall provide security codes to the County's Project Manager to guarantee the security of data modifications made remotely or over communication systems/lines with the monitoring system or manually on the telephone with the Monitoring Center.

5.2.6.6 Contractor shall maintain the absolute confidentiality of all information pertaining to monitored individuals, releasing no data to anyone without prior written authority of the County's Project Manager.

5.2.6.7 Contractor shall advise each employee, in writing, of the confidentiality requirements under this Contract, including the potential for criminal or civil penalties should confidential information be released to non-authorized persons. For purposes of this Contract, all data and information about any individual participating in CEM/GPS shall be considered confidential.

5.2.7 Training

5.2.7.1 Contractor's Project Manager and County's Project Manager shall develop a mutually agreed to schedule to train involved Probation personnel in the use of the CEM/GPS as well as in the installation, utilization and removal of equipment for emergency situations.

5.2.7.2 Contractor shall initially provide at least two training sessions at four hours each session at no cost to Probation.

5.2.7.2.1 This training shall be structured to provide information and hands-on practice related to equipment, hook-up and enrollment; understanding alerts including Exclusion/Inclusion Zones; and use of Contractor's web-based software related to mapping, status of monitored individuals, alerts and reports.

5.2.7.2.2 Training shall include a minimum one-week period to take place between the two training sessions, where trainees may utilize the equipment in a live test mode whereby authorized Probation personnel simulate being monitored individuals.

5.2.7.3 Contractor shall conduct all training sessions at a pre-determined Probation facility.

5.2.7.4 Contractor shall provide, at no additional cost to Probation, one (1) training manual for each Probation staff member who is trained. It is estimated that no more than 40 staff members will initially require training.

5.2.7.5 Contractor shall provide on-going training at no additional cost to Probation.

5.2.8 Court Appearances

5.2.8.1 Contractor shall provide, at no additional cost to Probation, a CEM/GPS technical representative to testify with regard to its methodology and performance at any court trial, upon request by Probation, and/or in response to a subpoena, and upon short notice.

5.2.8.2 Contractor shall bear the cost of all court appearances and related expenses, such as testimony fees and travel expenses.

5.2.9 Other Contractor's Responsibilities

Contractor shall:

5.2.9.1 To the best of its ability and experience, at all times, loyally and conscientiously perform all of the duties and obligations either expressly or impliedly required by the terms of this Contract.

5.2.9.2 Personally provide the services required of it except as otherwise defined under this Contract.

5.2.9.3 Notify Probation immediately, within 24 hours, of any and all known changes in professional status, arrests and criminal justice investigations pertaining to all staff, paid and volunteer, full- and part-time, assigned to perform services under this Contract.

5.2.9.4 Establish and maintain necessary written policies and procedures for operation under this Contract and provide County with a copy of the same.

5.2.9.5 Instruct all staff assigned to this Contract about the above policies and procedures and continuously supervise its operations to ensure compliance therewith.

5.2.9.6 Notify County as soon as practical of any emergency situation, the steps taken to ensure the health and safety of monitored individuals, and take such additional actions as may be deemed necessary by County.

5.2.9.7 Make available to the County, the State of California, or their authorized representatives, all books, documents, papers and records of Contractor relative to this program for purposes of making an audit, evaluation, excerpts, or transcripts.

5.2.9.8 Upon request by Probation, immediately examine a particular tracking device to determine whether the equipment shows signs of tampering; i.e., cuts, burns, or other types of damage.

5.2.9.9 Provide, at no additional cost to Probation, immediate technical support and expertise via telephone when the monitoring system is having problems that may impact the installation and enrollment of devices and their function.

5.2.9.10 Notify the County's Project Manager in advance and in writing of any change in the location of the Monitoring Center or any backup center.

5.2.9.11 Maintain and store "monitoring data" for all cases entered into the program database for the duration of the Contract. Upon termination of this Contract, Contractor shall have 30 days to submit all monitoring records to Probation in a common, readily readable format through current commercially available software.

5.2.9.12 Notify County's Project Manager within 48 hours of any updates to Contractor's CEM/GPS system.

5.3 **County's Responsibilities**

The County, acting through Probation, shall:

5.3.1 Establish CEM/GPS standards for the enhancement of public safety, which shall include the following:

5.3.1.1 Standards for the minimum time interval between transmissions of information about the location of the monitored individual under supervision. The standards shall be established after an evaluation of, at a minimum, all of the following: a) the resources of the County; b) the criminal history of the individual under supervision; and c) the safety of the victim(s) of the individual under supervision.

5.3.1.2 Standards for the accuracy of the information identifying the location of the individual under supervision. The standards for each monitored individual shall be established after consideration of, at a minimum, all of the following: a) the need to identify the location of the monitored individual proximate to the location of a crime, including a probation violation; b) resources of the County; and c) the need to avoid false indications of proximity to crimes.

5.3.2 Conduct a background investigation on each individual identified as assigned to perform services under this Contract in accordance with section 5.4.6.1 below. The background investigation may include, but shall not be limited to an interview, fingerprinting, completion of a personal history statement and pre-investigative questionnaire, verification of education and prior employment history, and a criminal record check with the Department of Justice. The Department of Justice will notify Probation of any subsequent arrest and/or conviction of any individual approved to perform services under this Contract.

All Contractor personnel assigned under this Contract are required to receive prior background clearance from Probation **before** providing any services. A representative from Probation's Background Unit will notify Contractor as to whether or not each individual has passed background. If an individual is denied clearance, neither the County nor Probation will provide a reason for the denial to the Contractor or individual.

5.3.3 Except as provided in Section 4.0, entitled "Compensation," assume no financial liability for the operations of Contractor in supplying the contracted services.

5.3.4 Inform monitored individuals of the consequences for replacement costs and possible court action for negligent handling of equipment, damage, loss, or other destruction of equipment.

5.3.5 Be responsible for decisions about CEM rules or restrictions for monitored individuals such as frequency of reporting, work and school schedules, Inclusion/Exclusion Zones, etc.

5.3.6 Be responsible for taking a monitored individual into custody for a probation violation when there is reasonable cause to believe that the individual is not complying with the rules or conditions set forth for the use of CEM/GPS.

5.3.7 Assume no responsibility for space, utilities, and administrative services, monitoring services or safety of Contractor's facility.

5.3.8 Assign a Supervising Probation Officer (SPO) and Deputy Probation Officer (DPO) within the Special Supervision Division to enroll individuals to be monitored with the terms and conditions of their supervision while they are being monitored using CEM/GPS, and answer any questions

related to the process. Probation personnel shall instruct monitored individuals on the use of and responsibilities that come with being monitored by GPS system equipment. Probation personnel shall install and remove equipment on monitored individuals.

5.3.9 Be responsible for accessing the Contractor's CEM/GPS system and entering individual case identification data, including Exclusion and Inclusion Zone parameters.

5.3.10 Audit, inspect or otherwise evaluate the work performed by Contractor, including but not limited to daily or monthly operational audits, review of program components and services as provided in section 5.0 (Statement of Work), and in connection with Contractor's responsibility for maintaining a quality control program/plan as required under paragraph 5.12.13 therein.

5.4 **Personnel**

5.4.1 Key County Personnel

5.4.1.1 Project Manager: Probation's Division Director designated to serve as County's Project Manager shall have full authority to monitor Contractor's daily operations in the performance of this Contract and to coordinate the activities of Probation personnel assigned to work with Contractor.

5.4.1.2 The Project Manager shall provide direction to Contractor in areas relating to CEM policy, information and procedural requirements.

5.4.1.3 The Project Manager is not authorized to make any changes in the terms and conditions of this Contract, or to obligate the County in any way whatsoever beyond the terms of this Contract.

5.4.1.4 Probation will inform Contractor of the name, address and telephone number of the Project Manager at the time this Contract is awarded, and at the time of any subsequent change in the assignment of personnel.

5.4.2 Key Contractor Personnel

5.4.2.1 Contractor's Project Manager: Contractor shall provide an employee who will act as Project Manager in the overall management and coordination of Contract services on Contractor's behalf, and shall act as the central point of contact with the Probation Department.

When the Project Manager described above cannot be available, an equally qualified individual shall be designated to act for the Project Manager. Contractor shall advise County Project Manager immediately of any Project Manager change.

5.4.2.2 The Project Manager, or approved alternate, shall have full authority to act for Contractor on all matters relating to the daily operation in the performance of the Contract.

5.4.2.3 The Project Manager, or approved alternate, shall be available 24 hours a day, 7 days a week (24/7) to discuss problem areas with County personnel.

5.4.2.4 The Project Manager must have a minimum of one year of demonstrated previous experience in the supervisory management and operation of a program or function of similar scope.

5.4.2.5 County shall have the right to review the qualifications of, and approve the Contractor's selection of the Project Manager and any replacement therein recommended by Contractor. Contractor shall provide a resume for the Project Manager, or any replacement, which demonstrates his/her qualifications and the amount of time in previous assignments.

5.4.2.6 Contractor shall inform County's Project Manager, in writing within 10 business days, of any change in Project Manager and provide evidence of any replacement's qualifications.

5.4.3 Other Contractor Personnel

5.4.3.1 Contractor shall be responsible for providing trained staff to fulfill the services required under this Contract. Training shall include, but shall not be limited to, policies and procedures, equipment and monitoring, documentation procedures, compliance procedures for monitored individuals, and knowledge of applicable legal statutes.

5.4.3.2 Contractor shall provide documentation of specific program experience for each staff member. Minimum qualifications and a job description must be stated for each position. Position titles, duties and qualifications for each position must be described.

5.4.3.3 Contractor shall provide a resume for all program supervisory personnel, which demonstrates their qualifications and the amount of time in previous assignments.

5.4.3.4 All personnel shall be able to speak, read, write, and understand English.

5.4.3.5 Contractor shall inform County's Project Director in writing within 10 business days of any change in Contractor's personnel assigned to perform any work on this program.

5.4.4 Contractor Employee Acceptability

County reserves the right to preclude Contractor from employing or continuing to employ any individual in this program. Contractor shall be responsible for removing any employee within twenty-four (24) hours, and replacing the employee within a reasonable time, when requested to do so by County's Project Manager.

5.4.5 Employee Benefits and Acknowledgment of Employer

5.4.5.1 Contractor shall be solely responsible for providing all legally required employee benefits to its employees. An acknowledgement that each employee understands that he/she is an employee of Contractor and not of County must be signed by each employee of Contractor employed at the site by the first day of employment; the acknowledgement shall be in the form of Exhibit A, "Employee Acknowledgement of Employer," attached here to and incorporated herein by reference. Original acknowledgements must be kept by the Contractor and a copy must be filed within five business days with the County's Project Manager.

5.4.5.2 County shall not assume any liability for the payment of salaries, wages, benefits, or other compensation to, or on behalf of, any personnel provided by Contractor.

5.4.6 Background Clearance

5.4.6.1 At least 30 days prior to the start of the Contract, or as soon as possible thereafter, submit a list to Probation's Background Investigation Unit, P.O. Box 10260, Santa Ana, CA 92711, of persons who will be assigned to perform services under this Contract so that Probation can conduct background investigations of those assigned individuals as required by this Contract. While clearance may be denied for many reasons based on information obtained in a background investigation, an omission or false statement made by the individual, regardless of the nature or magnitude of the omission or false statement, may also be grounds for denying clearance.

Contractor shall notify Probation's Background Unit in writing within 30 days of separation of the name of any approved individual who leaves the Contractor's employment.

5.4.6.2 Contractor shall be under a continuing obligation to disclose to Probation any prior or subsequent criminal arrest or conviction record information regarding any Contractor employee assigned to this Contract or having access to information pertaining thereto.

6.0 **Payment Terms and Invoicing Instructions:**

6.1 Contractor shall reference Contract number MA-057-15010476 on invoice. Payment will be made 45 days after receipt of an invoice in a format acceptable to the County pursuant to section 5.4 below, and shall be subject to routine processing requirements.

6.2 Contractor's billing shall cover services and/or goods not previously invoiced. The Contractor shall reimburse the County for any monies paid to the Contractor for goods or services not provided or when goods or services do not meet the Contract requirements.

6.3. Payments made by the County shall not preclude the right of the County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

6.4 The Contractor will provide an invoice on Contractor's letterhead for services rendered. Each invoice will have a number and will include the following information:

6.4.1 Contractor's name and address

6.4.2 Contractor's remittance address (if different from above)

6.4.3 Name of County agency or department

6.4.4 County Contract number MA-057-15010476

6.4.5 Cost

6.4.6 Contractor's Federal I. D. number

6.4.7 Total

6.5 The responsibility for providing an acceptable invoice to the County for payment rests with the Contractor. Incomplete or incorrect invoices are not acceptable and will be returned to the Contractor for correction. The County's Project Manager, or designee, is responsible for approval of invoices.

6.6 Invoices and supporting documentation are to be forwarded to:

County of Orange – Probation Department
Director of Special Supervision Division
909 N. Main Street, Suite 1
Santa Ana, CA 92701

7.0 **Governing Law and Venue:**

This Contract has been negotiated and executed in the State of California and shall be governed by and construed under the laws of the State of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the Parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure Section 394. Furthermore, the Parties specifically agree to waive any and all rights to request that an action be transferred for trial to another county.

8.0 **Fiscal Appropriations**:

This Contract is subject to and contingent upon applicable budgetary appropriations being approved by the County of Orange Board of Supervisors for each year during the term of this Contract. If such appropriations are not approved, the Contract will be terminated without penalty. Contractor acknowledges that funding or portions of funding for this Contract may also be contingent upon the receipt of funds from, and/or appropriation of funds by, the state of California to County. If such funding and/or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

9.0 **Conflict of Interest:**

9.1 The County of Orange Board of Supervisors' policy prohibits its public employees from engaging in activities involving conflict of interest. Contractor shall not, during the term of this Contract, employ any County employee for any purpose.

9.2 Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that result in a conflict with the interest of the County.

9.3 This obligation shall apply to Contractor, its employees, volunteers, agents, relatives, sub-tier contractors and third parties associated with accomplishing work and services hereunder.

9.4 Contractor's efforts shall include, but not be limited to, establishing precautions to prevent its employees, volunteers or agents, relatives, sub-tier contractors from making, receiving, providing or offering gifts, entertainment, payments, loans or other consideration which could be deemed to appear to influence individuals to act contrary to the best interest of County.

9.5 Contractor shall sign the "Certificate of Compliance with Orange County Conflict of Interest Policy," attached hereto as Exhibit 3, and incorporated herein by reference. Contractor shall retain the original certificate and forward a copy to County's Project Manager within five business days of the commencement of this Contract.

10.0 **Ownership of Documents:**

The County has permanent ownership of all directly connected and derivative materials produced under this Contract by the Contractor. All documents, reports and other incidental or derivative work or materials furnished hereunder shall become and remain the sole property of the County and may be used by the County as it may

require without additional cost to the County. None of the documents, reports and other incidental or derivative work or furnished materials shall be used by the Contractor without the express written consent of the County.

11.0 **Data – Title to:**

All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.

12.0 **Breach of Contract**

The failure of the Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event the County may take action as outlined in Paragraph 13 below.

13.0 **Contractor Bankruptcy/Insolvency**

If the contractor should be adjudged bankrupt or should have a general assignment for the benefit of its creditors or if a receiver should be appointed on account of the contractor's insolvency, the County may terminate this contract.

14.0 **Termination – Default of Contractor:**

If Contractor is in default of any of its obligations under this Contract, County shall give sixty (60) days notice to Contractor that this Contract may be canceled if the specific deficiencies are not corrected. If Contractor is in default of any of its obligations under this Contract and County determines that such default poses a serious threat to public safety, and Contractor has not commenced cure within 10 days after receipt of a written notice of default and cured such default within the time specified in the notice, the County shall immediately be entitled to commence resolution in accordance with this paragraph or to terminate this Contract by giving written notice to take effect immediately. Default shall include failure to carry out any of the requirements of this Contract, including, but not limited to not providing enough properly skilled workers or proper materials, persistently disregarding laws and or ordinances, not proceeding with the work as agreed to herein, or otherwise substantially violating any provision of this Contract. At any time, the County may begin negotiations with a third-party Contractor to provide goods and/or services as specified in this Contract.

Termination – Convenience of the County:

Performance of services under this Contract may be terminated by County in whole or in part, when such action is deemed by County to be in its best interest. Termination of work shall be effected by delivery to Contractor of a sixty (60) day written Notice of Termination specifying the extent to which performance of work is terminated, and the date upon which such termination becomes effective. This provision is not applicable when County terminates the Contract pursuant to Paragraph 7 ("Fiscal Appropriation") of this Contract.

After receipt of the Notice of Termination and except as otherwise directed by County, Contractor shall: 1) stop services under this Contract on the date and to the extent specified in the Notice of Termination, and 2) complete performance of that part of the work that is not terminated by the Notice of Termination.

Termination – Orderly:

Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, electronic data, materials, and other properties of the other held by each for purposes of execution of the

Contract. In addition, each party will assist the other party in orderly termination of this Contract and the transfer of all aspects, tangible and intangible, as may be necessary for the orderly, non-disruptive business continuation of each party.

15.0 **Notices:**

15.1 Any and all notices, requests, demands and other communications contemplated, called for, permitted or required to be given hereunder shall be in writing, except through the course of the Parties' Project Director's/Manager's routine exchange of information and cooperation during the term of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed in US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate Party at the address stated herein or such other address as the Parties hereto may designate of written notice from time to time in the manner aforesaid.

15.2 Any and all notices, requests, demands and other communications shall be addressed to Contractor at its placed of business, or such other place as may be hereinafter designated in writing by Contractor, as follows:

15.2.1 Satellite Tracking of People, LLC
1212 North Post Oak Road, Suite 100
Houston, TX 77055
Attn: Greg Utterback, Chief Development Officer

15.2.2 The notices and envelopes containing same to County shall be addressed to:

Chief Probation Officer
Orange County Probation Department
P.O. Box 10260
Santa Ana, CA 92711-0260

15.3 Administrator shall have authority to execute all notices required or permitted to be given herein.

16.0 **Usage**:

No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximate. The Contractor agrees to supply services and/or commodities requested, as needed by the County, at prices listed in Section 3.0 of this Contract, regardless of quantity requested.

17.0 **Contractor's Expense:**

The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract unless otherwise specified. The County will not provide free parking for any service in the County Civic Center.

18.0 **Authorization Warranty:**

The Contractor represents and warrants that the signatories executing this Contract on behalf of and for the Contractor is authorized agents who have actual authority to bind the Contractor to each and every term, condition and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

19.0 **Gratuities:**

The contractor warrants that no gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the contractor to any officer or employee of the County with a view toward securing the contract or securing favorable treatment with respect to any determinations concerning the performance of the contract. For breach or violation of this warranty, the County shall have the right to terminate the contract, either in whole or in part, and any loss or damage sustained by the County in procuring on the open market any goods or services which the contractor agreed to supply shall be borne and paid for by the contractor. The rights and remedies of the County provided in the clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

20.0 **News/Information Release**:

The Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from the County through the County's Project Director.

21.0 **Publicity:**

Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing Contractor's need to identify its services and promote business, County shall not inhibit Contractor from publicizing its role under this Contract provided the following conditions are met:

21.1 Contractor shall develop all publicity material in a professional manner and provide copies of such material to County's Project Director; and

21.2 During the course of performance of this Contract, Contractor, its employees, volunteers, agents, and officers shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, using the name of County without the prior written consent of Administrator.

22.0 **Tax Liability Limitation:**

County shall have no liability or responsibility for any taxes, including, without limitation, sales, income and/or property taxes which may be imposed in connection with or resulting from this Contract or Contractor performance hereunder.

23.0 **County of Orange Child Support Enforcement Requirements**:

In order to comply with the child support enforcement requirements of the County of Orange, within 10 days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the Probation Department:

23.1 In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;

23.2 In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number and residence address of each individual who owns an interest of 10% or more in the contracting entity;

23.3 A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

23.4 A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply. The required certification is listed in Exhibit 4 attached hereto and incorporated herein by reference.

Failure of the Contractor to comply with all Federal, State, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. Failure to cure such breach within sixty (60) calendar days of notice from the County shall constitute grounds for termination of the Contract.

24.0 **Remedies Not Exclusive:**

The remedies for breach set forth in this Contract are cumulative as to one another and as to any other provided by law, rather than exclusive; and the expression of certain remedies in this Contract does not preclude resort by either Party to any other remedies provided by law.

25.0 **Indemnification:**

CONTRACTOR agrees to indemnify, defend with counsel approved in writing by COUNTY, and hold COUNTY, its elected and appointed officials, officers, employees, agents and those special districts and agencies which COUNTY'S Board of Supervisors acts as the governing Board ("COUNTY Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by CONTRACTOR pursuant to this CONTRACT. If judgment is entered against CONTRACTOR and COUNTY by a court of competent jurisdiction because of the concurrent active negligence of COUNTY or COUNTY Indemnitees, CONTRACTOR and COUNTY agree that liability will be apportioned as determined by the court. Neither Party shall request a jury apportionment.

26.0 **Insurance:**

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense and to deposit with the County Certificates of Insurance, including all endorsements required herein, necessary to satisfy the County that the insurance provisions of this Contract have been complied with and to keep such insurance coverage and the certificates therefore on deposit with the County during the entire term of this Contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this Contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

All self-insured retentions (SIRs) and deductibles shall be clearly stated on the Certificate of Insurance. If no SIRs or deductibles apply, indicate this on the Certificate of Insurance with a 0 by the appropriate line of coverage. Any self-insured retention (SIR) or deductible in an amount in excess of $25,000 ($5,000 for automobile liability), shall specifically be approved by the County Executive Office (CEO)/Office of Risk Management.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contractor, the County may terminate this Contract.

Qualified Insurer

Minimum insurance company ratings as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United States or ambest.com** shall be A- (Secure A.M. Best's Rating) and VIII (Financial Size Category).

The policy or policies of insurance must be issued by an insurer licensed to do business in the state of California (California Admitted Carrier). If the carrier is a non-admitted carrier in the state of California and does not meet

or exceed an A.M. Best rating of A-/VIII, CEO/Office of Risk Management retains the right to approve or reject carrier after a review of the company's performance and financial ratings. If the non-admitted carrier meets or exceeds the minimum A.M. Best rating of A-/VIII, the agency can accept the insurance.

The policy or policies of insurance maintained by the Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	$1,000,000 per occurrence $2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 0012, CA 00 20, or a substitute form providing coverage at least as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of insurance:

1) An Additional Insured endorsement using ISO form CG 2010 or CG 2033 or a form at least as broad naming the County of Orange, its elected and appointed officials, officers, employees, agents as Additional Insureds.

2) A primary non-contributing endorsement evidencing that the Contractor's insurance is primary and any insurance or self-insurance maintained by the County of Orange shall be excess and non-contributing.

All insurance policies required by this Contract shall waive all rights of subrogation against the County of Orange and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees when acting within the scope of their appointment or employment.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against the County of Orange, and members of the Board of Supervisors, its elected and appointed officials, officers, agents and employees.

All insurance policies required by this Contract shall give the County of Orange 30 days notice in the event of cancellation and 10 days for non-payment of premium. This shall be evidenced by policy provisions or an endorsement separate from the Certificate of Insurance.

If Contractor's Professional Liability policy is a "claims made" policy, Contractor shall agree to maintain professional liability coverage for two years following completion of Contract.

The Commercial General Liability policy shall contain a severability of interests clause also known as a "separation of insureds" clause (standard in the ISO CG 0001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If the Contractor fails to provide the insurance certificates and endorsements within seven days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this Contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable certificates of insurance and endorsements with County incorporating such changes within thirty days of receipt of such notice, this Contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this Contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

27.0 **Change of Ownership:**

Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

28.0 **Waiver of Jury Trial:**

Each Party acknowledges that it is aware of and has had the opportunity to seek advice of counsel of its choice with respect to its rights to trial by jury, and each Party, for itself and its successors, creditors, and assigns, does hereby expressly and knowingly waive and release all such rights to trial by jury in any action, proceeding or counterclaim brought by any Party hereto against the other (and/or against its officers, directors, employees, agents, or subsidiary or affiliated entities) on or with regard to any matters whatsoever arising out of or in any way connected with this Contract and /or any other claim of injury or damage.

29.0 **Headings:**

The various headings and numbers herein, the grouping of provisions of this Contract into separate clauses and paragraphs, and the organization hereof are for the purpose of convenience only and shall not limit or otherwise affect the meaning hereof.

30.0 **Calendar Days:**

Any reference to the word "day" or "days" herein shall mean calendar day or calendar days, respectively, unless otherwise expressly provided.

31.0 **Attorney's Fees:**

In any action or proceeding to enforce or interpret any provision of this Contract, or where any provision hereof is validly asserted as a defense, each Party shall bear its own attorney's fees, costs and expenses.

32.0 **Interpretation:**

This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each Party has been represented by experienced and knowledgeable independent legal counsel of their own choosing, or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each Party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other Party hereto or by any person representing them, or both. Accordingly, any rule of law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the Party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to affect the purpose of the Parties and this Contract.

33.0 **Authority:**

The Parties to this Contract represent and warrant that this Contract has been duly authorized and executed and constitutes the legally binding obligation of their respective organization or entity, enforceable in accordance with its terms.

34.0 **Employee Eligibility Verification:**

The Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

35. **Prison Rape Elimination Act (PREA):**

Contractor agrees to comply with the national, state and local standards and requirements of Federal Public Law 108-79 dated September 4, 2003, also known as the Prison Rape Elimination Act of 2003 (PREA), and 28 CFR Part 115, as they are applicable on the date of enactment or as they may be subsequently amended, inclusive of all ensuing standards which may be forthcoming. These requirements include, but are not limited to monitoring for compliance with PREA, and reporting incidents of sexual misconduct between wards/non-minor dependents and/or staff to Probation.

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IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be executed.

***SATELLITE TRACKING OF PEOPLE, LLC**

By: _____ Dated: 11/17/14

Name: Gary Uttenbuhl

Title: Chief Develop Officer

By: _____ Dated: 11/17/14

Name: Steve Logan

Title: Managing Director

COUNTY OF ORANGE

By: _____ Dated: _____

Steven J. Sentman
Chief Probation Officer

APPROVED AS TO FORM:
COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By: _____ Dated: 11/18/2014

Deputy County Counsel

* Pursuant to California Corporations Code Section 313, if the Contracting party is a corporation, ***(2) two signatures are required***: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer of any Assistant Treasurer. *In the alternative, a single corporate signature is acceptable when accompanied by a corporate Resolution demonstrating the legal authority of the signatory to bind the corporation.*

ATTACHMENT A

State of Washington Department of Enterprise Services, Contracts and Legal Division
Master Contracts & Consulting (MCC)
Contract #00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

State of Washington
Department of Enterprise Services
Contracts and Legal Division
Master Contracts & Consulting (MCC)

Contract #00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

The State of Washington on behalf of the WSCA-NASPO Cooperative Purchasing Organization

Under the Authority of
State of Washington, Chapter 39.26 RCW (formerly Chapter 43.19 RCW)

Contract 00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

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1.0 OVERVIEW

1.1 CONTRACT SCOPE

The purpose of this contract is the purchase of vendor-provided equipment and services for the monitoring of offenders through Radio Frequency (RF) electronic monitoring and satellite monitoring and remote tracking service (GPS) for one-piece body-attached device). Contracts may be established with one or more vendors for each of these monitoring services and may be modified as necessary to add new technology or enhancements to existing equipment/service available from the contract vendor.

However, during the term of this contract should new methods or types of offender monitoring equipment and/or services become available in the marketplace from a non-contract vendor the state reserves the right to establish separate contracts for such monitoring equipment/services.

1.2 CONTRACT SCOPE AND MODIFICATIONS

The MMC reserves the right to modify this Contract by mutual agreement between the MCC and the Contractor, so long as such modification is substantially within the scope of the original Contract. Such modifications will be evidenced by issuance of a written authorized amendment by the Contract Administrator.

1.3 RECITALS

The state of Washington (acting as the Lead State for the WSCA-NASPO Cooperative Purchasing Organization, referred to as WSCA-NASPO), acting by and through MCC, issued a Request for Proposal for the purpose of purchasing equipment and services for the electronic monitoring of offenders in accordance with its authority under Chapter 39.26 RCW.

Satellite Tracking of People LLC submitted a timely Response to the MCC's Solicitation (incorporated by reference).

The MCC evaluated all properly submitted Responses to the above-referenced RFP and has identified Satellite Tracking of People LLC as one of the apparently successful Contractors.

The MCC has determined that entering into a Contract with Satellite Tracking of People LLC for the following categories of electronic monitoring services (Radio Frequency (RF) and satellite and remote tracking service (GPS) for one-piece body-attached device) will meet Purchaser's needs and will be in Purchaser's best interest.

NOW THEREFORE, MCC awards to Satellite Tracking of People LLC this Contract, the terms and conditions of which shall govern Contractor's furnishing to Purchasers the equipment and services identified herein for the electronic monitoring of offenders. This Contract is not for personal use.

IN CONSIDERATION of the mutual promises as hereinafter set forth, the parties agree as follows:

1.4 ESTIMATED USAGE

Based on past and/or projected future usage, it is estimated that purchases over the initial three (3) year term of the Contract may approximate $5,000,000 for contract products and services. This estimate was provided solely for the purpose of assisting Bidders in preparing their Response. Orders will be placed by Purchasers (Participating Entities) only on an as needed basis.

The State of Washington/WSCA-NASPO Cooperative Purchasing Organization does not represent or guarantee any minimum level of purchase.

1.5 CONTRACT TERM

The initial term of this contract is for approximately three (3) years from May 1, 2013, or the date of last signature whichever is later, through December 31, 2016 with the option to extend for additional term(s) or portions thereof. Extension for each additional term shall be offered at the sole discretion of the MCC and are subject to written mutual agreement. The total contract term, including the initial term and all subsequent extensions, shall not exceed ten (10) years unless an emergency exists and/or special circumstances require a partial term extension. The MCC reserves the right to extend with all or some of the Contractors, solely determined by the MCC.

1.6 PURCHASERS/PARTICIPATING ENTITIES

Participating Entities

Potential Purchasers/Participating Entities include members of the Western States Contracting Alliance (which was replaced by the WSCA-NASPO Cooperative Purchasing Organization). The Western States Contracting Alliance (WSCA) is a cooperative group-contracting consortium for state government departments, institutions, institutions of higher education, agencies and political subdivisions (e.g., school districts, counties, cities, etc.,) for the States of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming. WSCA is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO). The balance of the 50 states, the District of Columbia, US Territories and other public entities may also use WSCA-NASPO contracts.

In addition to the State of Washington, the following Participating Entities have signified their intent to participate in this contract: State of Montana, State of Utah, State of South Dakota, State of Hawaii, State of New Mexico, State of Arkansas, State of Virginia, State of Alaska, State of Connecticut, State of Oklahoma, State of California, State of Nevada, State of South Carolina, State of North Dakota, State of Louisiana, State of Michigan, State of Mississippi, and State of Rhode Island. An estimated average number of units in daily usage or an estimated anticipated annual spend amount was provided in the Request for Proposal document to assist vendors in preparing their proposals. Individual state terms and conditions for the states of Utah, Oklahoma, and North Dakota are incorporated by reference into this Contract as was provided in the Request for Proposal document in Appendix H Intent to Participate for Electronic Monitoring of Offenders Contract.

However, this Intent to Participate document is not binding. During the term of this Contract, other states and public entities may use this contract by executing a Participating Addendum between themselves and the Contractor.

Washington State Purchasing Cooperative (WSPC)

Additionally, this Contract may be used by members of the Washington State Purchasing Cooperative (WSPC) including where applicable: State Agencies, Institutions of Higher Education, Political Subdivisions, and Non-Profit Corporations. A list of WSPC members is available at http://www.ga.wa.gov/PCA/SPC.htm

The State of Washington reserves the right to define the delivery process for any and all awarded vendor services for the purpose of sales within Washington State. This includes the right to establish an independent broker to work with prisons, other correctional institutions and other offender monitoring activities.

2.0 CONTRACT ADMINISTRATION

2.1 MCC CONTRACT ADMINISTRATOR

The MCC shall appoint a single point of contact that will be the Contract Administrator for this Contract and will provide oversight of the activities conducted hereunder. The Contract Administrator will be the principal contact for Contractor concerning business activities under this Contract. The MCC will notify Contractor, in writing, when there is a new Contract Administrator assigned to this Contract.

2.2 ADMINISTRATION OF CONTRACT

MCC will maintain Contract information and pricing and make it available on the DES web site.

2.3 CONTRACTOR SUPERVISION AND COORDINATION

Contractor shall:

1. Competently and efficiently, supervise and coordinate the implementation and completion of all Contract requirements specified herein;
2. Identify the Contractor's Representative, who will be the principal point of contact for the MCC Contract Administrator concerning Contractor's performance under this Contract.
3. Immediately notify the Contract Administrator in writing of any change of the designated Contractor's Representative assigned to this Contract; and
4. Violation of any provision of this paragraph may be considered a material breach establishing grounds for Contract termination.
5. Be bound by all written communications given to or received from the Contractor's Representative.

2.4 POST AWARD CONFERENCE

The Contractor may be required to attend a post award conference scheduled by the Procurement Coordinator to discuss contract performance requirements. The time and place of this conference will be scheduled following contract award.

2.5 CONTRACT MANAGEMENT

Upon award of this Contract, the Contractor shall:

1. Review the impact of the award and take the necessary steps needed to ensure that contractual obligations will be fulfilled.
2. Promote and market the use of this Contract to all authorized contract Purchasers/Participating Entities.
3. Ensure that those who endeavor to utilize this Contract are authorized Purchasers/Participating Entities under the terms and conditions of this Contract.
4. At no additional charge, assist Purchasers/Participating Entities in the following manner to make the most cost effective, value based, purchases including, but not limited to:
    a) Visiting the Purchaser/Participating Entities site and providing them with materials/supplies/equipment recommendations.
    b) Providing Purchasers/Participating Entities with a detailed list of contract products and services including current contract pricing.

5. The Contractor shall designate a customer service representative who will be responsible for addressing Purchaser/Participating Entities issues including, but not limited to:
    a) Logging requests for service, ensuring equipment repairs are completed in a timely manner, dispatching service technicians, and processing warranty claim documentation.
    b) Providing Purchasers/Participating Entities with regular and timely status updates in the event of an order or repair fulfillment delay.
6. Acting as the lead and liaison between the Contractor and Purchaser/Participating Entities in resolving warranty claims for Contract items purchased.

2.6 CHANGES

Alterations to any of the terms, conditions, or requirements of this Contract shall only be effective upon written issuance of a mutually agreed Contract Amendment by the Contract Administrator. However, changes to point of contact information may be updated without the issuance of a mutually agreed Contract Amendment.

2.7 CONTRACT ADMINISTRATION FEE

The Contract(s) will be subject to a WSCA-NASPO Administration Fee. Bidder(s) will include this fee in its bid pricing and not as a separate line item to Purchasers/Participating Entities. The Contractor(s) will collect the fees and distribute the fees to WSCA-NASPO as outlined below.

The WSCA-NASPO Administration Fee will be one-half of one percent (0.5%) on all purchases made under authority of the Contract. Purchases are defined as total invoice price less any applicable sales tax. No taxes will be assessed against this WSCA-NASPO Administration Fee.

The WSCA-NASPO Administrative fee shall be paid within sixty (60) days after the end of the calendar quarter. It is the Contractor's responsibility to calculate and remit the Administrative Fee since WSCA-NASPO does not issue an invoice for this fee. Contractor shall indicate the Contract Number 00212 and include with the remittance, a quarterly sales report by WSCA-NASPO contract participant. The administrative fee shall be paid to:

WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
PROGRAM MANAGER
201 EAST MAIN STREET, SUITE 1450
LEXINGTON, KY 40507

In addition to the WSCA-NASPO Administration Fee as stated above, some Participating Entities may also require an administrative fee, and it will be incorporated into the Participating Entity's Participating Addendum. Participating Entity Administrative Fees may or may not be added to the price of contract products/services as determined between themselves.

2.8 CONTRACT ADMINISTRATION FEE FOR STATE OF WASHINGTON SALES

Contractor shall pay the Department of Enterprise Services (DES) a fee ("Washington Management Fee") equal to 0.74% of the total invoice price, less any taxes, returns, credits, or adjustments, of all sales ("Total Net Sales") made to Purchasers/Participating Entities located within the state of Washington under this Contract. Contractor shall hold the Management Fee in trust for DES until such fees are remitted to DES.

The Washington Management Fee will be included in Contractor's pricing, as set forth in the Contract (including all amendments), and will not be included as a separate line item on any invoice submitted to a Washington Purchasers/Participating Entities.

DES may, at its sole discretion, increase, decrease, or eliminate the Washington Management Fee upon thirty (30) days written notice to Contractor. Any decrease to or elimination of the Washington Management Fee, shall be reflected in Contract pricing commensurate with the adjustment. DES reserves the right to negotiate Contract pricing with the Contractor when the Washington Management Fee adjustment results in an increase to Contract prices.

Contractor will provide DES with a Sales Report detailing Total Net Sales for the preceding quarter in accordance with the Sales & Subcontractor Reports section of the Contract. DES will send an invoice each quarter, based on the Sales Report within thirty (30) days after receiving the Sales Report. Payment of the Washington Management Fee is due within thirty (30) days of Contractor's receipt of such invoice from DES.

MCC reserves the right to audit, or have a designated third party audit, applicable records to ensure that the state has been properly invoiced and all Washington Management Fees have been paid. Failure to accurately report Total Net Sales, to submit a timely Sales Report, or remit timely payment of the Washington Management Fee, may be cause for Contract termination, the charging of interest or penalties, or the exercise of other remedies provided by law.

Washington Management Fee payment must reference the Contract number and the quarter/year for which the Washington Management Fee is being remitted. All payments must be sent to:

State of Washington
Department of Enterprise Services
Finance Department
Post Office Box 41411
Olympia, WA 98504-1411

2.9 WASHINGTON'S STATEWIDE VENDOR PAYMENT REGISTRATION

Contractors are required to be registered in the Statewide Vendor Payment system, prior to submitting a request for payment from Purchasers located within the state of Washington under this Contract. Purchasers who are Washington state agencies require registration to be completed prior to payment.

The Washington State Office of Financial Management (OFM) maintains a central contractor registration file for Washington State agencies to process contractor payments.

To obtain registration materials go to http://www.ofm.wa.gov/accounting/vendors.asp the form has two parts; Part 1 is the information required to meet the above registration condition. Part 2 allows the state to pay invoices electronically with direct deposit and is the state's most efficient method of payment and you are encouraged to sign up for this form of payment.

2.10 SALES & SUBCONTRACTOR REPORTS

The Contractor shall provide a Sales and Subcontractor Report to the Master Contracts & Consulting on a quarterly basis in the electronic format provided by the Master Contracts & Consulting at: https://fortress.wa.gov/ga/apps/CSR/Login.aspx.

Reports must be submitted electronically within thirty (30) days after the end of the calendar quarter, i.e., no later than April 30th, July 31st, October 31st and January 31st.

2.11 OTHER MCC REQUIRED REPORT(S)

All MMC required reports under this contract must be delivered to the Contract Administrator. Contractor may be required to provide a detailed annual contract sales history report that may include but is not limited to product/service description, per unit quantities/services supplied,

contract price in an electronic format that can be read by MS Excel. Other required reports will be designed and approved by the parties by mutual agreement.

2.12 WASHINGTON'S ELECTRONIC BUSINESS SOLUTION (WEBS)

Contractor shall be registered in the Contractor registration system, Washington's Electronic Business Solution (WEBS) www.ga.wa.gov/webs, maintained by the Washington State Department of Enterprise Services. Contractors already registered need not re-register. It is the sole responsibility of Contractor to properly register with WEBS and maintain an accurate Contractor profile in WEBS.

3.0 PRICING

3.1 PRICE PROTECTION

Contractor warrants that prices of materials, supplies, services, and/or equipment set forth herein do not exceed those charged by the Contractor to any other customer purchasing the same under similar conditions and in like or similar quantities.

3.2 NO ADDITIONAL CHARGES

Unless otherwise specified herein, no additional charges by the Contractor will be allowed including, but not limited to: handling charges such as packing, wrapping, bags, containers, reels; or the processing fees associated with the use of credit cards. Notwithstanding the foregoing, in the event that market conditions, laws, regulations or other unforeseen factors dictate, at the Contract Administrators sole discretion, additional charges may be allowed.

3.3 VOLUME/PROMOTIONAL DISCOUNTS

Contract prices are the maximum or ceiling price Contractor can charge. The Contractor may also offer volume and/or promotional price discounts to Purchasers/Participating Entities.

3.4 NEW PRODUCTS/SERVICES

A Contractor may propose a revision to its contract offerings to reflect technical product upgrades or other changed products and/or services appropriate to the scope of the Contract. These proposed new products/services with associated pricing may be provided to the MCC Contract Administrator for approval. Contract Administrator has the sole discretion to accept or reject such product/service offerings and pricing. New or changed products/services proposed by Contractor must meet the requirements established in the original solicitation document or subsequent revisions. If approved by MCC, the new products/services will be added to the Contract by written amendment.

3.5 PRICE ADJUSTMENTS

At least one hundred twenty (120) calendar days before the end of the current term of this Contract and subsequent extension periods, Contractor may propose purchase price and support (service) rate increases by written notice to the MCC's Contract Administrator. Price adjustments may be taken into consideration by the MCC's Contract Administrator when determining whether to extend this Contract. Price increases will not be considered without supporting documentation sufficient to justify the requested increase. Contractor shall provide a detailed breakdown of their costs upon request.

Contractors shall not make contract extensions contingent on price adjustments.

Documentation must be based on published indices, such as the Producer Price Index and/or the result of increases at the manufacturer's level, incurred after contract commencement date. The grant

of any price adjustment will be at the sole discretion of the MCC and, if granted, shall not produce a higher profit margin for the Contractor than that established by the original contract pricing. The Contractor shall be notified in writing by the Contract Administrator of any price adjustment granted by the MCC, and such price adjustment shall be set forth in a written amendment to the contract.

4.0 CONTRACTOR QUALIFICATIONS AND REQUIREMENTS

4.1 ESTABLISHED BUSINESS

Prior to commencing performance, or prior to that time if required by the MCC, law or regulation, Contractor must be an established business firm with all required licenses, fees, bonding, facilities, equipment and trained personnel necessary to meet all requirements and perform the work as specified in the Solicitation. Contractor shall maintain compliance with these requirements throughout the life of this contract.

The MCC reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

4.2 USE OF SUBCONTRACTORS

In accordance with RFP requirements, Contractor agrees to take complete responsibility for all actions of its Subcontractors.

Prior to performance, Contractor shall identify all subcontractors who will perform services in fulfillment of contract requirements, including their name, the nature of services to be performed, address, telephone, facsimile, email, federal tax identification number (TIN), and anticipated dollar value of each subcontract:

The MCC reserves the right to approve or reject any and all Subcontractors that are identified by the Contractor. Any Subcontractors not listed in the Bidder's Response, who are engaged by the Contractor, must be pre-approved, in writing, by the MCC.

Specific restrictions apply to contracting with current or former state employees pursuant to Chapter 42.52 RCW.

4.3 SUBCONTRACTS AND ASSIGNMENT

Contractor shall not Subcontract, assign, or otherwise transfer its obligations under this Contract without the prior written consent of the Contract Administrator. Contractor shall provide a minimum of thirty (30) calendar days advance notification of intent to Subcontract, assign, or otherwise transfer its obligations under this Contract. Violation of this condition may be considered a material breach establishing grounds for Contract termination. The Contractor shall be responsible to ensure that all requirements of the Contract shall flow down to any and all Subcontractors. In no event shall the existence of a Subcontract operate to release or reduce the liability of Contractor to the state for any breach in the performance of the Contractor's duties.

4.4 CONTRACTOR AUTHORITY AND INFRINGEMENT

Contractor is authorized to sell under this Contract, only those materials, supplies, services and/or equipment as stated herein and allowed for by the provisions of this Contract. Contractor shall not represent to any Purchasers that they have the contract authority to sell any other materials, supplies, services and/or equipment. Further, Contractor may not intentionally infringe on other established Washington State Contracts.

4.5 MATERIALS AND WORKMANSHIP

The Contractor shall be required to furnish all materials, supplies, equipment and/or services necessary to perform Contractual requirements. Materials, supplies and workmanship used in the construction of equipment for this Contract shall conform to all applicable federal, state, and local codes, regulations and requirements for such equipment, specifications contained herein, and the normal uses for which intended. Materials, supplies and equipment shall be manufactured in accordance with the best commercial practices and standards for this type of materials, supplies, and equipment.

4.6 MERCURY CONTENT AND PREFERENCE

Contractor shall provide mercury-free products when available. Should mercury-free products not exist, contractors shall provide products with the lowest mercury content available. Contractor shall disclose products that contain added mercury and provide an explanation that includes the amount or concentration of mercury, and justification as to why added mercury is necessary for the function or performance of the product.

The MCC reserves the right to require receipt of proof of compliance with said requirements within ten (10) calendar days from the date of request, and to terminate this Contract as a material breach for noncompliance with any requirement of this paragraph.

5.0 DELIVERY REQUIREMENTS

5.1 ORDER FULFILLMENT REQUIREMENTS

Authorized Purchasers/Participating Entities may place orders against this Contract either in person, electronically, facsimile or by phone. Once an order is issued, the following shall apply:

1. For purposes of price verification and auditing, upon receipt of a purchase order the Contractor shall send the Purchaser an order confirmation notification that identifies applicable Contract prices to be applied to the order.
2. Upon the request of the Purchaser, the Contractor shall supply Purchaser documentation needed to verify Contract pricing compliance.
3. Product damaged prior to acceptance will either be replaced or repaired in an expedited manner at Contractor's expense. Alternatively, at the Purchaser's option, any possible damage to the product can be noted on the receiving report and the cost deducted from final payment.

The Contractor is responsible to verify delivery conditions/requirements with the Purchaser prior to the delivery.

5.2 EQUIPMENT DEMONSTRATION

During the term of the contract the Contractor may be requested by a Purchaser/Participating Entity to provide an on-site demonstration of the equipment and services available through this contract. Such demonstration(s) shall be provided at no additional cost to the Purchaser/Participating Entity at a mutually agreed upon date and location.

5.3 SHIPPING AND RISK OF LOSS

Contractor shall ship all Products purchased pursuant to this Contract, freight prepaid, FOB Purchaser's specified destination. The method of shipment shall be consistent with the nature of the Products and hazards of transportation. Regardless of FOB point, Contractor agrees to bear all risks

of loss, damage, or destruction of the Products ordered hereunder that occurs prior to delivery, except loss or damage attributable to Purchaser's fault or negligence; and such loss, damage, or destruction shall not release Contractor from any obligation hereunder. After delivery, the risk of loss or damage shall be borne by Purchaser, except loss or damage attributable to Contractor's fault or negligence.

5.4 DELIVERY

Delivery of Products must be made during Purchaser's normal work hours and within time frames mutually agreed in writing between the Purchaser and Contractor at the time of order placement.

Failure to comply with agreed upon delivery times may subject Contractor to damages. The Purchaser may refuse shipment when delivered after normal working hours. The Contractor shall verify specific working hours of individual Purchasers and instruct carrier(s) to deliver accordingly. The acceptance by the Purchaser of late performance, with or without objection or reservation by the Purchaser, shall not waive the right to claim damage for such breach, nor preclude the MCC or Purchaser from pursuing any other remedy provided herein, including termination, nor shall such acceptance of late performance constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Contractor.

All deliveries are to be made to the applicable delivery location as indicated in the Order Document. When applicable, the Contractor shall take all necessary actions to safeguard items during inclement weather. In no case shall the Contractor initiate performance prior to receipt of written or verbal authorization from authorized Purchasers. Expenses incurred otherwise shall be borne solely by the Contractor.

5.5 SITE SECURITY

While on Purchaser's/Participating Entity's premises, Contractor, its agents, employees, or Subcontractors shall conform in all respects with physical, fire, or other security regulations.

5.6 INSPECTION AND REJECTION

The Purchaser's/Participating Entity's inspection of all materials, supplies and equipment upon delivery is for the purpose of forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Such inspection shall not be construed as final acceptance, or as acceptance of the materials, supplies or equipment, if the materials, supplies or equipment does not conform to contractual requirements. If there are any apparent defects in the materials, supplies, or equipment at the time of delivery, the Purchaser will promptly notify the Contractor. Without limiting any other rights, the Purchaser may require the Contractor to: (1) repair or replace, at Contractor's expense, any or all of the damaged goods; (2) refund the price of any or all of the damaged goods; or (3) accept the return of any or all of the damaged goods.

5.7 TREATMENT OF ASSETS

1. Title to all property furnished by the Purchaser/Participating Entity shall remain with the Purchaser/Participating Entity, as appropriate. Title to all property furnished by the Contractor, the cost for which the Contractor is entitled to be reimbursed as a direct item of cost under this contract, shall pass to and vest in the Purchaser upon delivery of such property by the Contractor and acceptance by the Purchaser. Title to other property, the cost of which is reimbursable to the Contractor under this Contract, shall pass to and vest in the Purchaser upon (i) issuance for use of such property in the performance of this Contract, or (ii) commencement of use of such property in the performance of this Contract, or (iii) reimbursement of the cost thereof by the Purchaser in whole or in part, whichever first occurs.

Title to monitoring equipment or accessories furnished by the Contractor and leased by the Purchaser does not pass to the Purchaser during the performance of this Contract.

2. Any property of the Purchaser furnished to the Contractor shall, unless otherwise provided herein or approved by the Purchaser, be used only for the performance of this Contract.
3. The Contractor shall be responsible for damages as a result of any loss or damage to property of the Purchaser which results from the negligence of the Contractor or which results from the failure on the part of the Contractor to maintain, administer and protect that property in a reasonable manner and to the extent practicable in all instances.
4. If any Purchaser property is lost, destroyed, or damaged, the Contractor shall immediately notify the Purchaser and shall take all reasonable steps to protect the property from further damage.
5. The Contractor shall surrender to the Purchaser all property of the Purchaser prior to settlement upon completion, termination, or cancellation of this contract.
6. All reference to the Contractor under this clause shall also include Contractor's employees, agents or Subcontractors.

5.8 LABELING

Individual shipping cartons shall be labeled with the name of the ordering agency, order number, contract number, contractor, state stock numbers, and where applicable, date of manufacture, batch number, storage requirements, conditions, and recommended shelf life. Contractors are encouraged to offer product packaging with recycled content.

6.0 PAYMENT

6.1 ADVANCE PAYMENT PROHIBITED

No advance payment shall be made for the Products and Services furnished by Contractor pursuant to this Contract.

Notwithstanding the above, maintenance payments, if any, may be made on a quarterly basis at the beginning of each quarter.

This language shall not prohibit Contractor from collecting advance payments from program participants as part of offender-funded programs, when contracted to do so with a Purchaser/Participating Entity.

6.2 IDENTIFICATION

All invoices, packing lists, packages, instruction manuals, correspondence, shipping notices, shipping containers, and other written materials associated with this Contract shall be identified by the Contract number and the applicable Purchaser's/Participating Entity's order number. Packing lists shall be enclosed with each shipment and clearly identify all contents and any backorders.

6.3 PAYMENT, INVOICING AND DISCOUNTS

Payment is the sole responsibility of, and will be made by, the Purchaser/Participating Entity.

Contractor shall provide a properly completed invoice to Purchaser/Participating Entity. All invoices are to be delivered to the address indicated in the purchase order.

Each invoice shall be identified by the associated WSCA-NASPO Contract Number; the Purchaser's/Participating Entity's contract/purchase order number (as applicable), and shall be in U.S. dollars. Invoices shall be prominently annotated by the Contractor with all applicable prompt

payment and/or volume discount(s) and shipping charges unless otherwise specified in the Solicitation. Hard copy credit memos are to be issued when the state has been overcharged.

Invoices for payment will accurately reflect all discounts due the Purchaser/Participating Entity. Invoices will not be processed for payment, nor will the period of prompt payment discount commence, until receipt of a properly completed invoice denominated in U.S. dollars and until all invoiced items are received and satisfactory performance of Contractor has been accepted by the Purchaser/Participating Entity. If an adjustment in payment is necessary due to damage or dispute, any prompt payment discount period shall commence on the date final approval for payment is authorized.

Under Chapter 39.76 RCW , if Purchaser fails to make timely payment(s), Contractor may invoice for 1% per month on the amount overdue or a minimum of $1.00. Payment will not be considered late if a check or warrant is mailed within the time specified. If no terms are specified, net 30 days will automatically apply. Payment(s) made in accordance with Contract terms shall fully compensate the Contractor for all risk, loss, damages or expense of whatever nature and acceptance of payment shall constitute a waiver of all claims submitted by Contractor. If the Purchaser/Participating Entity fails to make timely payment(s) or issuance of credit memos, the Contractor may impose a 1% per month on the amount overdue.

Payment for materials, supplies and/or equipment received and for services rendered shall be made by Purchaser/Participating Entity and be redeemable in U.S. dollars. Unless otherwise specified, the Purchaser's/Participating Entity's sole responsibility shall be to issue this payment. Any bank or transaction fees or similar costs associated with currency exchange procedures or the use of purchasing/credit cards shall be fully assumed by the Contractor.

6.4 TAXES, FEES AND LICENSES

Taxes:
Where required by statute or regulation, the Contractor shall pay for and maintain in current status all taxes that are necessary for Contract performance. Unless otherwise indicated, the Purchaser agrees to pay State of Washington taxes on all applicable materials, supplies, services and/or equipment purchased. No charge by the Contractor shall be made for federal excise taxes and the Purchaser/Participating Entity agrees to furnish Contractor with an exemption certificate where appropriate.

Collection of Retail Sales and Use Taxes:
In general, Contractors engaged in retail sales activities within the State of Washington are required to collect and remit sales tax to Department of Revenue (DOR). In general, out-of-state Contractors must collect and remit "use tax" to Department of Revenue if the activity carried on by the seller in the State of Washington is significantly associated with Contractor's ability to establish or maintain a market for its products in Washington State. Examples of such activity include where the Contractor either directly or by an agent or other representative:

1. Maintains an in-state office, distribution house, sales house, warehouse, service enterprise, or any other in-state place of business;
2. Maintains an in-state inventory or stock of goods for sale;
3. Regularly solicits orders from Purchasers located within the State of Washington via sales representatives entering the State of Washington;
4. Sends other staff into the State of Washington (e.g. product safety engineers, etc.) to interact with Purchasers in an attempt to establish or maintain market(s); or

5. Other factors identified in WAC 458-20 .

Department of Revenue Registration for Out-of-State Contractors:
Out-of-state Contractors meeting any of the above criteria must register and establish an account with the Department of Revenue. Refer to WAC 458-20-193, and call the Department of Revenue at 800-647-7706 for additional information. When out-of-state Contractors are not required to collect and remit "use tax," Purchasers located in the State of Washington are responsible for paying this tax, if applicable, directly to the Department of Revenue.

Fees/Licenses:
After award of Contract, and prior to commencing performance under the Contract, the Contractor shall pay for and maintain in a current status any licenses, fees, assessments, permit charges, etc., which are necessary for Contract performance. It is the Contractor's sole responsibility to maintain licenses and to monitor and determine any changes or the enactment of any subsequent regulations for said fees, assessments, or charges and to immediately comply with said changes or regulations during the entire term of this Contract.

Customs/Brokerage Fees:
Contractor shall take all necessary actions, including, but not limited to, paying all customs, duties, brokerage, and/or import fees, to ensure that materials, supplies, and/or equipment purchased under the Contract are expedited through customs. Failure to do so may subject Contractor to liquidated damages as identified herein and/or to other remedies available by law or Contract. Neither the MCC nor the Purchaser will incur additional costs related to Contractor's payment of such fees.

Taxes on Invoice:
Contractor shall calculate and enter the appropriate Washington State and local sales tax on all invoices. Tax is to be computed on new items after deduction of any trade-in in accordance with WAC 458-20-247.

6.5 OVERPAYMENTS TO CONTRACTOR

Contractor shall refund to Purchaser/Participating Entity the full amount of any erroneous payment or overpayment under this Contract within thirty (30) days' written notice. If Contractor fails to make timely refund, Purchaser may charge Contractor one percent (1%) per month on the amount due, until paid in full.

6.6 AUDITS

The MCC Contract Administrator and/or the Purchaser/Participating Entity reserves the right to audit, or have a designated third party audit, applicable records to ensure that the Purchaser/Participating Entity has been properly invoiced. Any remedies and penalties allowed by law to recover monies determined owed will be enforced. Repetitive instances of incorrect invoicing may be considered complete cause for contract termination.

7.0 QUALITY ASSURANCE

7.1 RIGHT OF INSPECTION

Contractor shall provide right of access to its facilities to MCC, or any of MCC's officers, or to any other authorized agent or official of the state of Washington or other Participating Entity, or the federal government, at all reasonable times, in order to monitor and evaluate performance, compliance, and/or quality assurance under this Contract.

7.2 CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by Contractor within the scope of this Contract shall be binding upon Contractor. Failure of Contractor to fulfill such a commitment may constitute breach and shall render Contractor liable for damages under the terms of this Contract. For purposes of this section, a commitment by Contractor includes: (i) Prices, discounts, and options committed to remain in force over a specified period of time; and (ii) any warranty or representation made by Contractor in its Response or contained in any Contractor or manufacturer publications, written materials, schedules, charts, diagrams, tables, descriptions, other written representations, and any other communication medium accompanying or referred to in its Response or used to effect the sale to Purchaser.

7.3 PRODUCT WARRANTY

Warranty(ies): Unless otherwise specified, full parts and labor warranty period shall be for a minimum period of one (1) year after receipt of materials or equipment by the Purchaser. All materials or equipment provided shall be new and unused (or like new with no blemishes or defects), of the latest model or design and of recent manufacture.

In the event of conflict between Contract terms and conditions and Contractor's submitted warranty, the Contract terms and conditions shall prevail; except, to afford the Purchaser/Participating Entity maximum benefits, the MCC may avail itself of the Contractor's warranty if deemed more beneficial to the Purchaser/Participating Entity.

7.4 WARRANTIES

Contractor warrants that all materials, supplies, services and/or equipment provided under this Contract shall be fit for the purpose(s) for which intended, for merchantability, and shall conform to the requirements and specifications herein. Acceptance of any materials, supplies, service and/or equipment, and inspection incidental thereto, by the Purchaser shall not alter or affect the obligations of the Contractor or the rights of the Purchaser.

The Contractor warrants for a period of one year(s) from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

7.5 DATE WARRANTY

Contractor warrants that all Products provided under this Contract: (i) do not have a life expectancy limited by date or time format; (ii) will correctly record, store, process, and present calendar dates; (iii) will lose no functionality, data integrity, or performance with respect to any date; and (iv) will be interoperable with other software used by Purchaser that may deliver date records from the Products, or interact with date records of the Products ("Date Warranty"). In the event a Date Warranty problem is reported to Contractor by Purchaser and such problem remains unresolved after three (3) calendar days, at Purchaser's discretion, Contractor shall send, at Contractor's sole

expense, at least one (1) qualified and knowledgeable representative to Purchaser's premises. This representative will continue to address and work to remedy the failure, malfunction, defect, or nonconformity on Purchaser's premises. This Date Warranty shall last perpetually. In the event of a breach of any of these representations and warranties, Contractor shall indemnify and hold harmless Purchaser from and against any and all harm, injury, damages, costs, and expenses incurred by Purchaser arising out of said breach.

7.6 COST OF REMEDY

Cost of Remedying Defects: All defects, indirect and consequential costs of correcting, removing or replacing any or all of the defective materials or equipment will be charged against the Contractor.

7.8 TRAINING

Customer and offender training shall be as specified and described in *Appendix D Specifications*.

8.0 INFORMATION AND COMMUNICATIONS

8.1 ADVERTISING

Contractor shall not publish or use any information concerning this Contract in any format or media for advertising or publicity without prior written consent from the MCC Contract Administrator.

8.2 RETENTION OF RECORDS

The Contractor shall maintain all books, records, documents, data and other evidence relating to this Contract and the provision of materials, supplies, services and/or equipment described herein, including, but not limited to, accounting procedures and practices which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this Contract. Contractor shall retain such records for a period of seven (7) years following the date of final payment or as otherwise specified in *Appendix D Specifications*. At no additional cost, these records, including materials generated under the Contract, shall be subject at all reasonable times to inspection, review, or audit by the MCC, personnel duly authorized by the MCC, personnel duly authorized by the Purchaser, the Washington State Auditor's Office, and federal and state officials so authorized by law, regulation or agreement.

If any litigation, claim or audit is started before the expiration of the seven (7) year period, the records shall be retained until final resolution of all litigation, claims, or audit findings involving the records.

8.3 PROPRIETARY OR CONFIDENTIAL INFORMATION

To the extent consistent with Chapter 42.56 RCW, the Public Disclosure Act, the MCC shall maintain the confidentiality of Contractor's information marked confidential or proprietary. If a request is made to view Contractor's proprietary information, the MCC will notify Contractor of the request and of the date that the records will be released to the requester unless Contractor obtains a court order enjoining that disclosure. If Contractor fails to obtain the court order enjoining disclosure, the MCC will release the requested information on the date specified.

The MCC's sole responsibility shall be limited to maintaining the above data in a secure area and to notify Contractor of any request(s) for disclosure for so long as the MCC retains Contractor's information in the MCC records. Failure to so label such materials or failure to timely respond after notice of request for public disclosure has been given shall be deemed a waiver by Contractor of any claim that such materials are exempt from disclosure.

8.4 NON-ENDORSEMENT AND PUBLICITY

Neither the MCC nor the Purchasers/Participating Entities are endorsing the Contractor's Products or Services, nor suggesting that they are the best or only solution to their needs. Contractor agrees to make no reference to the state of Washington, MCC, Purchaser/Participating Entity in any literature, promotional material, brochures, sales presentation or the like, regardless of method of distribution, without the prior review and express written consent of the MCC and/or the impacted Participating Entity.

8.5 PROTECTION OF CONFIDENTIAL AND PERSONAL INFORMATION

Contractor acknowledges that some of the material and information that may come into its possession or knowledge in connection with this Contract or its performance may consist of information that is exempt from disclosure to the public or other unauthorized persons under either Chapter 42.17 RCW or other state or federal statutes ("Confidential Information"). Confidential Information includes, but is not limited to, names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver's license numbers, medical data, law enforcement records, agency source code or object code, agency security data, or information identifiable to an individual that relates to any of these types of information. Contractor agrees to hold Confidential Information in strictest confidence and not to make use of Confidential Information for any purpose other than the performance of this Contract, to release it only to authorized employees or Subcontractors requiring such information for the purposes of carrying out this Contract, and not to release, divulge, publish, transfer, sell, disclose, or otherwise make the information known to any other party without Purchaser's express written consent or as provided by law. Contractor agrees to release such information or material only to employees or Subcontractors who have signed a nondisclosure agreement, the terms of which have been previously approved by Purchaser. Contractor agrees to implement physical, electronic, and managerial safeguards to prevent unauthorized access to Confidential Information.

"Personal information" including, but not limited to, "Protected Health Information" (PHI) under Health Insurance Portability And Accountability Act (HIPAA), individuals' names, addresses, phone numbers, birth dates, and social security numbers collected, used, or acquired in connection with this Contract shall be protected against unauthorized use, disclosure, modification or loss.

HIPAA establishes national minimum standards for the use and disclosure of certain health information. The Contractor must comply with all HIPAA requirements and rules when determined applicable by the Purchaser. If Purchaser determines that (1) Purchaser is a "covered entity" under HIPAA, and that (2) Contractor will perform "business associate" services and activities covered under HIPAA, then at Purchaser's request, Contractor agrees to execute Purchaser's business associate Contract in compliance with HIPAA.

Contractor shall ensure its directors, officers, employees, Subcontractors or agents use personal information solely for the purposes of accomplishing the services set forth herein. Contractor and its Subcontractors agree not to release, divulge, publish, transfer, sell or otherwise make known to unauthorized persons personal information without the express written consent of the Agency or as otherwise required by law.

Any breach of this provision may result in termination of the Contract and demand for return of all personal information. The Contractor agrees to indemnify and hold harmless the State of Washington and the Purchaser for any damages related to both: (1) the Contractor's unauthorized use of personal information and (2) the unauthorized use of personal information by unauthorized persons as a result of Contractor's failure to sufficiently protect against unauthorized use, disclosure, modification, or loss.

Contractor shall maintain a log documenting the following: the Confidential Information received in the performance of this Contract; the purpose(s) for which the Confidential Information was received; who received, maintained and used the Confidential Information; and the final disposition of the Confidential Information. Contractor's records shall be subject to inspection, review or audit in accordance with Retention of Records.

Purchaser reserves the right to monitor, audit, or investigate the use of Confidential Information collected, used, or acquired by Contractor through this Contract. The monitoring, auditing, or investigating may include, but is not limited to, salting databases.

Violation of this section by Contractor or its Subcontractors may result in termination of this Contract and demand for return of all Confidential Information, monetary damages, or penalties.

Immediately upon expiration or termination of this Contract, Contractor shall, at Purchaser's option: (i) certify to Purchaser that Contractor has destroyed all Confidential Information; or (ii) return all Confidential Information to Purchaser; or (iii) take whatever other steps Purchaser requires of Contractor to protect Purchaser's Confidential Information.

9.0 GENERAL PROVISIONS

9.1 GOVERNING LAW/VENUE

This Contract shall be construed and interpreted in accordance with the laws of the State of Washington, and the venue of any action brought hereunder shall be in the Superior Court for Thurston County.

9.2 SEVERABILITY

If any provision of this Contract or any provision of any document incorporated by reference shall be held invalid, such invalidity shall not affect the other provisions of this Contract that can be given effect without the invalid provision, and to this end the provisions of this Contract are declared to be severable.

9.3 SURVIVORSHIP

All transactions executed for Products and Services provided pursuant to the authority of this Contract shall be bound by all of the terms, conditions, Prices and Price discounts set forth herein, notwithstanding the expiration of the initial term of this Contract or any extension thereof. Further, the terms, conditions and warranties contained in this Contract that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Contract shall so survive. In addition, the terms of the sections titled Overpayments to Contractor; Contractor's Commitments, Warranties and Representations; Protection of Confidential and Personal Information; Order of Precedence, Incorporated Documents, Conflict and Conformity; Non-Endorsement and Publicity; Retention of Records; Proprietary or Confidential Information; Disputes and Remedies; and Limitation of Liability shall survive the termination of this Contract.

9.4 INDEPENDENT STATUS OF CONTRACTOR

In the performance of this Contract, the parties will be acting in their individual, corporate or governmental capacities and not as agents, employees, partners, joint venturers, or associates of one another. The parties intend that an independent contractor relationship will be created by this Contract. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Contractor shall not make any

claim of right, privilege or benefit which would accrue to an employee under Chapter 41.06 RCW, or Title 51 RCW.

9.5 GIFTS AND GRATUITIES

Contractor shall comply with all state laws regarding gifts and gratuities, including but not limited to: RCW 43.19.1937 , RCW 43.19.1939, RCW 42.52.150, RCW 42.52.160, and RCW 42.52.170 under which it is unlawful for any person to directly or indirectly offer, give or accept gifts, gratuities, loans, trips, favors, special discounts, services, or anything of economic value in conjunction with state business or contract activities.

Under RCW 43.19.1937 and the Ethics in Public Service Law, Chapter 42.52 RCW state officers and employees are prohibited from receiving, accepting, taking or seeking gifts (except as permitted by RCW 42.52.150) if the officer or employee participates in contractual matters relating to the purchase of goods or services.

9.6 IMMUNITY AND HOLD HARMLESS

(The following section applies to State of Washington Agencies and Purchasing Cooperative Members only.)

To the fullest extent permitted by law, Contractor shall indemnify, defend and hold harmless State, agencies of State and all officials, agents and employees of State, from and against all claims for injuries, death or damage to property arising out of or resulting from the performance of the contract. Contractor's obligation to indemnify, defend, and hold harmless includes any claim by Contractors' agents, employees, representatives, or any subcontractor or its employees.

Contractor expressly agrees to indemnify, defend, and hold harmless the State for any claim arising out of or incident to Contractor's or any subcontractor's performance or failure to perform the contract. Contractor shall be required to indemnify, defend, and hold harmless the State only to the extent claim is caused in whole or in part by negligent acts or omissions of Contractor.

Contractor waives its immunity under Title 51 to the extent it is required to indemnify, defend and hold harmless State and its agencies, officials, agents or employees.

9.8 NO WAIVER OF SOVEREIGN IMMUNITY

In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

9.9 PERSONAL LIABILITY

It is agreed by and between the parties hereto that in no event shall any official, officer, employee or agent of the State of Washington when executing their official duties in good faith, be in any way

personally liable or responsible for any agreement herein contained whether expressed or implied, nor for any statement or representation made herein or in any connection with this agreement.

9.10 INSURANCE

General Requirements:

Contractor shall, at their own expense, obtain and keep in force insurance as follows until completion of the Contract. Upon request, Contractor shall furnish evidence in the form of a certificate of insurance satisfactory to the State of Washington that insurance, in the following kinds and minimum amounts, has been secured. Failure to provide proof of insurance, as required, will result in Contract cancellation.

Contractor shall include all Subcontractors as insureds under all required insurance policies, or shall furnish separate Certificates of Insurance and endorsements for each Subcontractor. Subcontractor(s) must comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the state.

Specific Requirements:

Employers Liability (Stop Gap): The Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the full extent applicable and will maintain Employers Liability insurance with a limit of no less than $1,000,000.00. The State of Washington will not be held responsible in any way for claims filed by the Contractor or their employees for services performed under the terms of this Contract.

Commercial General Liability Insurance: The Contractor shall at all times during the term of this Contract, carry and maintain commercial general liability insurance and if necessary, commercial umbrella insurance for bodily injury and property damage arising out of services provided under this Contract. This insurance shall cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns, or servants.

The insurance shall also cover bodily injury, including disease, illness and death, and property damage arising out of the Contractor's premises/operations, independent Contractors, products/completed operations, personal injury and advertising injury, and contractual liability (including the tort liability of another assumed in a business Contract), and contain separation of insured's (cross liability) conditions.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by general liability or umbrella insurance.

The limits of liability insurance shall not be less than as follows:

General Aggregate Limits (other than products-completed operations)	$2,000,000
Products-Completed Operations Aggregate	$2,000,000
Personal and Advertising Injury Aggregate	$1,000,000
Each Occurrence (applies to all of the above)	$1,000,000
Fire Damage Limit (per occurrence)	$ 50,000
Medical Expense Limit (any one person)	$ 5,000

Business Auto Policy (BAP):

In the event that services delivered pursuant to this Contract involve the use of vehicles, or the transportation of clients, automobile liability insurance shall be required. The coverage provided shall protect against claims for bodily injury, including illness, disease, and death; and property damage caused by an occurrence arising out of or in consequence of the performance of this service by the Contractor, Subcontractor, or anyone employed by either.

Contractor shall maintain business auto liability and, if necessary, commercial umbrella liability insurance with a combined single limit not less than $1,000,000 per occurrence. The business auto liability shall include Hired and Non-Owned coverage.

Contractor waives all rights against the State of Washington for the recovery of damages to the extent they are covered by business auto liability or commercial umbrella liability insurance.

Additional Insurance Provisions:

All above insurance policies shall include, but not be limited to, the following provisions:

Additional Insured:

The State of Washington and all authorized Purchasers shall be named as an additional insured on all general liability, umbrella, excess, and property insurance policies. All policies shall be primary over any other valid and collectable insurance.

Notice of Policy(ies) Cancellation/Non-renewal:

For insurers subject to Chapter 48.18 RCW (Admitted and regulated by the Washington State Insurance Commissioner) a written notice shall be given to the director of purchasing or designee forty-five (45) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

Surplus Lines:

For insurers subject to Chapter 48.15 RCW (Surplus Lines) a written notice shall be given to the director of purchasing or designee twenty (20) calendar days prior to cancellation or any material change to the policy(ies) as it relates to this Contract. Written notice shall include the affected Contract reference number.

Cancellation for Non-payment to Premium:

If cancellation on any policy is due to non-payment of premium, a written notice shall be given the director of purchasing or designee ten (10) calendar days prior to cancellation. Written notice shall include the affected Contract reference number.

Identification:

Policy(ies) and Certificates of Insurance shall include the affected Contract reference number.

Insurance Carrier Rating:

The insurance required above shall be issued by an insurance company authorized to do business within the State of Washington. Insurance is to be placed with a carrier that has a rating of A- Class VII or better in the most recently published edition of Best's Reports. Any exception must be reviewed and approved by the Risk Manager for the State of Washington, by submitting a copy of the Contract and evidence of insurance before Contract commencement. If an insurer is not admitted, all insurance policies and procedures for issuing the insurance policies must comply with Chapter 48.15 RCW and Chapter 284-15 WAC .

Excess Coverage:

The limits of all insurance required to be provided by the Contractor shall be no less than the minimum amounts specified. However, coverage in the amounts of these minimum limits shall not be construed to relieve the Contractor from liability in excess of such limits.

Limit Adjustments:

The state reserves the right to increase or decrease limits as appropriate.

9.11 INDUSTRIAL INSURANCE COVERAGE

The Contractor shall comply with the provisions of Title 51 RCW Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees as may be required by law, the MCC may terminate this Contract. This provision does not waive any of the Washington State Department of Labor and Industries (L&I) rights to collect from the Contractor.

9.12 NONDISCRIMINATION

During the performance of this Contract, the Contractor shall comply with all applicable federal and state nondiscrimination laws, regulations and policies, including, but not limited to, Title VII of the Civil Rights Act, 42 U.S.C. section 12101 et. seq.; the Americans with Disabilities Act (ADA); and, Chapter 49.60 RCW, Discrimination – Human Rights Commission.

9.13 OSHA AND WISHA REQUIREMENTS

Contractor agrees to comply with conditions of the Federal Occupational Safety and Health Administration (OSHA) and, if manufactured or stored in the State of Washington, the Washington Industrial Safety and Health Act (WISHA) and the standards and regulations issued there under, and certifies that all items furnished and purchased will conform to and comply with said laws, standards and regulations. Contractor further agrees to indemnify and hold harmless MCC and Purchaser from all damages assessed against Purchaser as a result of Contractor's failure to comply with those laws, standards and regulations, and for the failure of the items furnished under the Contract to so comply.

9.14 ANTITRUST

The state maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the Purchaser. Therefore, the Contractor hereby assigns to the State of Washington any and all of the Contractor's claims for such price fixing or overcharges which arise under federal or state antitrust laws, relating to the materials, supplies, services and/or equipment purchased under this Contract.

9.15 WAIVER

Failure or delay of the MCC or Purchaser to insist upon the strict performance of any term or condition of the Contract or to exercise any right or remedy provided in the Contract or by law; or the MCC's or Purchaser's acceptance of or payment for materials, supplies, services and/or equipment, shall not release the Contractor from any responsibilities or obligations imposed by this Contract or by law, and shall not be deemed a waiver of any right of the MCC or Purchaser to insist upon the strict performance of the entire agreement by the Contractor. In the event of any claim for breach of Contract against the Contractor, no provision of this Contract shall be construed, expressly or by implication, as a waiver by the MCC or Purchaser of any existing or future right and/or remedy available by law.

9.16 APPLICABLE STANDARD TERMS AND CONDITIONS

Appendix B titled: *(WSCA-NASPO) Master Agreement Standard Terms and Conditions*, shall supplement the terms and conditions appearing elsewhere within this contract.

10.0 DISPUTES AND REMEDIES

10.1 PROBLEM RESOLUTION AND DISPUTES

Problems arising out of the performance of this Contract shall be resolved in a timely manner at the lowest possible level with authority to resolve such problem. If a problem persists and cannot be resolved, it may be escalated within each organization.

In the event a bona fide dispute concerning a question of fact arises between MCC or the Purchaser and Contractor and it cannot be resolved between the parties through the normal escalation processes, either party may initiate the dispute resolution procedure provided herein.

The initiating party shall reduce its description of the dispute to writing and deliver it to the responding party. The responding party shall respond in writing within three (3) Business Days. The initiating party shall have three (3) Business Days to review the response. If after this review a resolution cannot be reached, both parties shall have three (3) Business Days to negotiate in good faith to resolve the dispute.

If the dispute cannot be resolved after three (3) Business Days, a Dispute Resolution Panel may be requested in writing by either party who shall also identify the first panel member. Within three (3) Business Days of receipt of the request, the other party will designate a panel member. Those two panel members will appoint a third individual to the Dispute Resolution Panel within the next three (3) Business Days.

The Dispute Resolution Panel will review the written descriptions of the dispute, gather additional information as needed, and render a decision on the dispute in the shortest practical time.

Each party shall bear the cost for its panel member and share equally the cost of the third panel member.

Both parties agree to exercise good faith in dispute resolution and to settle disputes prior to using a Dispute Resolution Panel whenever possible.

Unless irreparable harm will result, neither party shall commence litigation against the other before the Dispute Resolution Panel has issued its decision on the matter in dispute.

MCC, the Purchaser and Contractor agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities under this Contract that are not affected by the dispute.

If the subject of the dispute is the amount due and payable by Purchaser for materials, supplies, services and/or equipment being provided by Contractor, Contractor shall continue providing materials, supplies, services and/or equipment pending resolution of the dispute provided Purchaser pays Contractor the amount Purchaser, in good faith, believes is due and payable, and places in escrow the difference between such amount and the amount Contractor, in good faith, believes is due and payable.

10.2 ADMINISTRATIVE SUSPENSION

When it is in the best interest of the state, the MCC may at any time, and without cause, suspend the Contract or any portion thereof for a period of not more than thirty (30) calendar days per event by written notice from the Contract Administrator to the Contractor's Representative. Contractor shall

resume performance on the next business day following the 30th day of suspension unless an earlier resumption date is specified in the notice of suspension. If no resumption date was specified in the notice of suspension, the Contractor can be demanded and required to resume performance within the 30 day suspension period by the Contract Administrator providing the Contractor's Representative with written notice of such demand.

10.3 FORCE MAJEURE

The term "force majeure" means an occurrence that causes a delay that is beyond the control of the party affected and could not have been avoided by exercising reasonable diligence. Force majeure shall include acts of God, war, riots, strikes, fire, floods, epidemics, or other similar occurrences.

Exceptions: Except for payment of sums due, neither party shall be liable to the other or deemed in breach under this Contract if, and to the extent that, such party's performance of this Contract is prevented by reason of force majeure.

Notification: If either party is delayed by force majeure, said party shall provide written notification within forty-eight (48) hours. The notification shall provide evidence of the force majeure to the satisfaction of the other party. Such delay shall cease as soon as practicable and written notification of same shall likewise be provided. So far as consistent with the Rights Reserved below, the time of completion shall be extended by Contract amendment for a period of time equal to the time that the results or effects of such delay prevented the delayed party from performing in accordance with this Contract.

Rights Reserved: The MCC reserves the right to authorize an amendment to this Contract, terminate the Contract, and/or purchase materials, supplies, equipment and/or services from the best available source during the time of force majeure, and Contractor shall have no recourse against the Purchaser or Participating Entity.

10.4 ALTERNATIVE DISPUTE RESOLUTION FEES AND COSTS

In the event that the parties engage in arbitration, mediation or any other alternative dispute resolution forum to resolve a dispute in lieu of litigation, both parties shall share equally in the cost of the alternative dispute resolution method, including cost of mediator or arbitrator. In addition, each party shall be responsible for its own attorneys' fees incurred as a result of the alternative dispute resolution method.

10.5 NON-EXCLUSIVE REMEDIES

The remedies provided for in this Contract shall not be exclusive but are in addition to all other remedies available under law.

10.6 LIMITATION OF LIABILITY

The parties agree that neither Contractor, MCC nor Purchaser shall be liable to each other, regardless of the form of action, for consequential, incidental, indirect, or special damages except a claim related to bodily injury or death, or a claim or demand based on patent, copyright, or other intellectual property right infringement, in which case liability shall be as set forth elsewhere in this Contract. This section does not modify any sections regarding liquidated damages or any other conditions as are elsewhere agreed to herein between the parties. The damages specified in the sections titled Termination for Default and Retention of Records are not consequential, incidental, indirect, or special damages as that term is used in this section.

Neither the Contractor, the MCC nor Purchaser shall be liable for damages arising from causes beyond the reasonable control and without the fault or negligence of the Contractor, the MCC or

Purchaser. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of a governmental body other than the MCC or the Purchaser acting in either its sovereign or contractual capacity, war, explosions, fires, floods, earthquakes, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the delays must be beyond the reasonable control and without fault or negligence of the Contractor, the MCC or the Purchaser, or their respective Subcontractors.

If delays are caused by a Subcontractor without its fault or negligence, Contractor shall not be liable for damages for such delays, unless the Services to be performed were obtainable on comparable terms from other sources in sufficient time to permit Contractor to meet its required performance schedule.

Neither party shall be liable for personal injury to the other party or damage to the other party's property except personal injury or damage to property proximately caused by such party's respective fault or negligence.

10.7 FEDERAL FUNDING

In the event that a federally funded acquisition results from this procurement, the Contractor may be required to provide additional information (free of charge) at the request of the MCC or Purchaser. Further, the Contractor may be subject to those federal requirements specific to the commodity.

10.8 FEDERAL RESTRICTIONS ON LOBBYING

Contractor certifies that under the requirements of Lobbying Disclosure Act, 2 U.S.C., Section 1601 et seq., no Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

10.9 FEDERAL DEBARMENT AND SUSPENSION

The Contractor certifies, that neither it nor its "principals" (as defined in 49 CFR. 29.105 (p) is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

11.0 CONTRACT TERMINATION

11.1 MATERIAL BREACH

A Contractor may be Terminated for Cause by the MCC, at the sole discretion of the Contract Administrator, for failing to perform a contractual requirement or for a material breach of any term or condition. Material breach of a term or condition of the Contract may include but is not limited to:

1. Contractor failure to perform services or deliver materials, supplies, or equipment by the date required or by an alternate date as mutually agreed in a written amendment to the Contract;
2. Contractor failure to carry out any warranty or fails to perform or comply with any mandatory provision of the contract;

3. Contractor becomes insolvent or in an unsound financial condition so as to endanger performance hereunder;
4. Contractor becomes the subject of any proceeding under any law relating to bankruptcy, insolvency or reorganization, or relief from creditors and/or debtors that endangers the Contractor's proper performance hereunder;
5. Appointment of any receiver, trustee, or similar official for Contractor or any of the Contractor's property and such appointment endangers the Contractor's proper performance hereunder;
6. A determination that the Contractor is in violation of federal, state, or local laws or regulations and that such determination renders the Contractor unable to perform any aspect of the Contract.

11.2 OPPORTUNITY TO CURE

In the event that Contractor fails to perform a contractual requirement or materially breaches any term or condition, the MCC may issue a written cure notice. The Contractor may have a period of time in which to cure. The MCC is not required to allow the Contractor to cure defects if the opportunity for cure is not feasible as determined solely within the discretion of the MCC. Time allowed for cure shall not diminish or eliminate Contractor's liability for liquidated or other damages, or otherwise affects any other remedies available against Contractor under the Contract or by law.

If the breach remains after Contractor has been provided the opportunity to cure, the MCC may do any one or more of the following:

1. Exercise any remedy provided by law;
2. Terminate this Contract and any related Contracts or portions thereof;
3. Procure replacements and impose damages as set forth elsewhere in this Contract;
4. Impose actual or liquidated damages;
5. Suspend or bar Contractor from receiving future Solicitations or other opportunities;
6. Require Contractor to reimburse the state for any loss or additional expense incurred as a result of default or failure to satisfactorily perform the terms of the Contract.

11.3 TERMINATION FOR CAUSE

In the event the Contract Administrator, in its sole discretion, determines that the Contractor has failed to comply with the conditions of this Contract in a timely manner or is in material breach, the Contract Administrator has the right to suspend or terminate this Contract, in part or in whole. The Contract Administrator shall notify the Contractor in writing of the need to take corrective action. If corrective action is not taken within thirty (30) calendar days or as otherwise specified by the Contract Administrator, or if such corrective action is deemed by the Contract Administrator to be insufficient, the Contract may be terminated. The Contract Administrator reserves the right to suspend all or part of the Contract, withhold further payments, or prohibit the Contractor from incurring additional obligations of funds during investigation of the alleged breach and pending corrective action by the Contractor or a decision by the Contract Administrator to terminate the Contract.

In the event of termination, the MCC shall have the right to procure for all Purchasers any replacement materials, supplies, services and/or equipment that are the subject of this Contract on

the open market. In addition, the Contractor shall be liable for damages as authorized by law including, but not limited to, any price difference between the original contract and the replacement or cover contract and all administrative costs directly related to the replacement contract, e.g., cost of the competitive bidding, mailing, advertising and staff time.

If it is determined that: (1) the Contractor was not in material breach; or (2) failure to perform was outside of Contractor's or its Subcontractor's control, fault or negligence, the termination shall be deemed to be a "Termination for Convenience". The rights and remedies of the MCC and/or the Purchaser provided in this Contract are not exclusive and are in addition to any other rights and remedies provided by law.

11.4 TERMINATION FOR CONVENIENCE

Except as otherwise provided in this Contract, the MCC, at the sole discretion of the Contract Administrator, may terminate this Contract, in whole or in part by giving thirty (30) calendar days written notice beginning on the second day after mailing to the Contractor. If this Contract is so terminated, Purchasers shall be liable only for payment required under this Contract for properly authorized services rendered, or materials, supplies and/or equipment delivered to and Accepted by the Purchaser prior to the effective date of Contract termination. Neither the MCC nor the Purchaser shall have any other obligation whatsoever to the Contractor for such termination. This Termination for Convenience clause may be invoked by the MCC when it is in the best interest of the State of Washington and/or WSCA-NASPO.

11.5 TERMINATION FOR WITHDRAWAL OF AUTHORITY

In the event that the MCC and/or Purchaser's authority to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Contract and prior to normal completion, the MCC may terminate this Contract, in whole or in part, by thirty (30) calendar days written notice to Contractor.

11.6 TERMINATION FOR NON-ALLOCATION OF FUNDS

If funds are not allocated to Purchaser(s) to continue this Contract in any future period, MCC may terminate this Contract by thirty (30) calendar days written notice to Contractor or work with Contractor to arrive at a mutually acceptable resolution of the situation. Purchaser will not be obligated to pay any further charges for materials, supplies, services and/or equipment including the net remainder of agreed to consecutive periodic payments remaining unpaid beyond the end of the then-current period. MCC and/or Purchaser agrees to notify Contractor in writing of such non-allocation at the earliest possible time.

No penalty shall accrue to the Purchaser in the event this section shall be exercised. This section shall not be construed to permit MCC to terminate this Contract in order to acquire similar materials, supplies, services and/or equipment from a third party.

11.7 TERMINATION FOR CONFLICT OF INTEREST

MCC may terminate this Contract by written notice to Contractor if it is determined, after due notice and examination, that any party to this Contract has violated Chapter 42.52 RCW , Ethics in Public Service, or any other laws regarding ethics in public acquisitions and procurement and performance of contracts. In the event this Contract is so terminated, the MCC and /or Purchaser shall be entitled to pursue the same remedies against Contractor as it could pursue in the event that the Contractor breaches this Contract.

11.8 TERMINATION BY MUTUAL AGREEMENT

The MCC and the Contractor may terminate this Contract in whole or in part, at any time, by mutual agreement.

11.9 TERMINATION PROCEDURE

In addition to the procedures set forth below, if the MCC terminates this Contract, Contractor shall follow any procedures the Contract Administrator specifies in the termination notice.

Upon termination of this Contract and in addition to any other rights provided in this Contract, Contract Administrator may require the Contractor to deliver to the Purchaser any property specifically produced or acquired for the performance of such part of this contract as has been terminated. The provisions of the "Treatment of Assets" clause shall apply in such property transfer.

The Purchaser shall pay to the Contractor the agreed upon price, if separately stated, for completed work and service(s) Accepted by the Purchaser, and the amount agreed upon by the Contractor and the Purchaser for (i) completed materials, supplies, services rendered and/or equipment for which no separate price is stated, (ii) partially completed materials, supplies, services rendered and/or equipment, (iii) other materials, supplies, services rendered and/or equipment which are Accepted by the Purchaser, and (iv) the protection and preservation of property, unless the termination is for cause, in which case the MCC and the Purchaser shall determine the extent of the liability of the Purchaser. Failure to agree with such determination shall be a dispute within the meaning of the "Disputes" clause of this contract. The Purchaser may withhold from any amounts due the Contractor such sum as the Contract Administrator and Purchaser determine to be necessary to protect the Purchaser against potential loss or liability.

The rights and remedies of the MCC and/or the Purchaser provided in this section shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.

After receipt of a termination notice, and except as otherwise expressly directed in writing by the Contract Administrator, the Contractor shall:

1. Stop all work, order fulfillment, shipments, and deliveries under the Contract on the date, and to the extent specified, in the notice;
2. Place no further orders or subcontracts for materials, services, supplies, equipment and/or facilities in relation to the Contract except as is necessary to complete or fulfill such portion of the Contract that is not terminated;
3. Complete or fulfill such portion of the Contract that is not terminated in compliance with all contractual requirements;
4. Assign to the Purchaser, in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Purchaser, all of the rights, title, and interest of the Contractor under the orders and subcontracts so terminated, in which case the Purchaser has the right, at its discretion, to settle or pay any or all claims arising out of the termination of such orders and subcontracts;
5. Settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Contract Administrator and/or the Purchaser to the extent Contract Administrator and/or the Purchaser may require, which approval or ratification shall be final for all the purposes of this clause;

6. Transfer title to the Purchaser and deliver in the manner, at the times, and to the extent directed by the Contract Administrator on behalf of the Purchaser any property which, if the Contract had been completed, would have been required to be furnished to the Purchaser;
7. Take such action as may be necessary, or as the Contract Administrator and/or the Purchaser may direct, for the protection and preservation of the property related to this Contract which is in the possession of the Contractor and in which the MCC and/or the Purchaser has or may acquire an interest.

12.0 CONTRACT EXECUTION

12.1 PARTIES

This Contract ("Contract") is entered into by and between the state of Washington, acting by and through the Department of Enterprise Services, Master Contracts & Consulting (MCC), an agency of Washington State government ("MCC" or "State") located at 1500 Jefferson Street SE, Olympia WA 98501, and *Satellite Tracking of People LLC*, a *Limited Liability Company* licensed to conduct business in the state of Washington ("Contractor"), located at *1212 North Post Oak Road, Suite 100, Houston, Texas 77055* for the purpose of providing products and services for the electronic monitoring of offenders.

12.2 ENTIRE AGREEMENT

This Contract document and all subsequently issued amendments comprise the entire agreement between the MCC and the Contractor. No other statements or representations, written or oral, shall be deemed a part of the Contract.

This Contract sets forth the entire agreement between the parties with respect to the subject matter hereof and except as provided in the section titled **Contractor Commitments, Warranties and Representations**, understandings, agreements, representations, or warranties not contained in this Contract or a written amendment hereto shall not be binding on either party. Except as provided herein, no alteration of any of the terms, conditions, delivery, Price, quality, or Specifications of this Contract will be effective without the written consent of both parties.

12.3 ORDER OF PRECEDENCE, INCORPORATED DOCUMENTS, CONFLICT AND CONFORMITY

Incorporated Documents:

Each of the documents listed below is, by this reference, incorporated into this Contract as though fully set forth herein.

1. The MCC's Solicitation document #00212 with all attachments and exhibits, and all amendments thereto
2. Contractor's response to the Solicitation #00212;
3. A Participating Entity's Participating Addendum ("PA");
4. The terms and conditions contained on Purchaser's Order Documents, if used; and
5. All Contractor or manufacturer publications, written materials and schedules, charts, diagrams, tables, descriptions, other written representations and any other supporting materials Contractor made available to Purchaser and used to affect the sale of the Product and /or Service to the Purchaser.

Order of Precedence:

In the event of a conflict in such terms, or between the terms and any applicable statute or rule, the inconsistency shall be resolved by giving precedence in the following order:

1. Applicable Federal statutes and regulations.
2. A Participating Entity's Participating Addendum ("PA").
3. Mutually agreed written amendments to this Contract.
4. This Contract Number 00212.
5. The Statement of Work or Work Order.
6. The MCC's Solicitation document with all attachments and exhibits, and all amendments thereto.
7. Contractor's response to the Solicitation.
8. Any other provision, term, or materials incorporated into the Contract by reference.

Conflict: To the extent possible, the terms of this Contract shall be read consistently.

Conformity: If any provision of this Contract violates any Federal or State of Washington statute or rule of law, it is considered modified to conform to that statute or rule of law.

12.4 LEGAL NOTICES

Any notice or demand or other communication required or permitted to be given under this Contract or applicable law (except notice of malfunctioning Equipment) shall be effective only if it is in writing and signed by the applicable party, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, (postage prepaid),), via facsimile or by electronic mail, to the parties at the addresses, fax numbers, or e-mail addresses provided in this section. For purposes of complying with any provision in this Contract or applicable law that requires a "writing," such communication, when digitally signed with a Washington State Licensed Certificate, shall be considered to be "in writing" or "written" to an extent no less than if it were in paper form.

To Contractor at:
Satellite Tracking of People LLC

Attn:
Steve Logan, Chief Executive Officer
1212 North Post Oak Road, Suite 100
Houston, Texas 77055

Phone: (832) 553-9501
Fax: (832) 553-9530
E-mail: slogan@stopllc.com

To MCC at:
State of Washington
Department of Enterprise Services
Master Contracts & Consulting

Attn:
Contract Administrator
Mail: Post Office Box 41411
Olympia, Washington 98504-1411
Street: 1500 Jefferson Street, SE
Olympia, WA 98501
Phone: (360) 407-9430
Fax: (360) 586-2426
E-mail: robert.paulson@des.wa.gov

Notices shall be effective upon receipt or four (4) Business Days after mailing, whichever is earlier. The notice address as provided herein may be changed by written notice given as provided above.

In the event that a subpoena or other legal process commenced by a third party in any way concerning the Equipment or Services provided pursuant to this Contract is served upon Contractor or MCC, such party agrees to notify the other party in the most expeditious fashion possible following receipt of such subpoena or other legal process. Contractor and MCC further agree to cooperate with the other party in any lawful effort by the other party to contest the legal validity of such subpoena or other legal process commenced by a third party.

12.5 LIENS, CLAIMS AND ENCUMBRANCES

All materials, equipment, supplies and/or services shall be free of all liens, claims, or encumbrances of any kind, and if the MCC or the Purchaser requests, a formal release of same shall be delivered to the respective requestor.

12.6 AUTHORITY TO BIND

The signatories to this Contract represent that they have the authority to bind their respective organizations to this Contract.

12.7 COUNTERPARTS

This Contract may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Contract signed by each party, for all purposes.

SIGNATURES

In Witness Whereof, the parties hereto, having read this Contract in its entirety, including all attachments, do agree in each and every particular and have thus set their hands hereunto.

This Contract is effective May 1, 2013 or the date of last signature whichever is later.

This is a Partial award for: Contract 00212

Approved (Lead State)
State of Washington
Department of Enterprise Services
Master Contracts & Consulting
1500 Jefferson Street, SE
Olympia, WA 98501

/s/	6-3-13
Signature	Date
Robert Paulson, Jr., C.P.M.	
Print or Type Name	
Contract Administrator	
Title	

/s/	6/3/13
Signature	Date
Dale Colbert, CPPO	

Approved
Satellite Tracking of People LLC
1212 North Post Oak Road, Suite 100
Houston, Texas 77055

/s/	4/23/13
Signature	Date
Steve Logan	
Print or Type Name	
Chief Executive Officer	
Title	

Contract 00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

Print or Type Name Unit Manager
Title
/s/ 6/4/13 Signature Date
Christine Warnock, CPPO Print or Type Name
Chief Procurement Officer

APPENDIX A STANDARD DEFINITIONS

This section contains definitions of terms commonly used in Solicitations conducted by the State of Washington, Master Contracts & Consulting. Additional definitions may also be found in Chapter 43.19 RCW and WAC 200-300-015, and all terms contained herein will be read consistently with those definitions.

Acceptance	The materials, supplies, services, and/or equipment have passed appropriate Inspection. In the event that there is a formal Acceptance Testing period required in the Solicitation document then acceptance is formalized in writing. If there is no Acceptance Testing, acceptance may occur when the Products are delivered and inspected.
Acceptance Testing	The process for ascertaining that the materials, supplies, services, and/or equipment meets the standards set forth in the Solicitation, prior to Acceptance by the Purchaser.
Agency	Includes State of Washington institutions, the offices of the elective state officers, the Supreme Court, the court of appeals, the administrative and other departments of state government, and the offices of all appointive officers of the state. In addition, colleges, community colleges, and universities who choose to participate in State Contract(s) are included. "Agency" does not include the legislature.
All or Nothing	The result of a competitive Solicitation that requires that a Contract be executed with a single Bidder for delivery of goods and/or services. In the event that suppliers are unable to deliver the entirety of the goods and/or services required, no Contract is executed. No partial fulfillment opportunities are available as a result of the Solicitation. A method of award resulting from a competitive Solicitation by which the MCC will award the resulting Contract to a single Bidder. Also, a designation the Bidder may use in its Bid or Response to indicate its offer is contingent upon full award and it will not accept a partial award.
Alternate	A substitute offer of materials, supplies, services and/or equipment that is not at least a functional Equal in features, performance and use and which materially deviates from one or more of the specifications in a competitive Solicitation.
Amendment	A change to a legal document. For the purposes of a Solicitation document, an amendment shall be a unilateral change issued by the MCC, at its sole discretion.
Authorized Representative	An individual designated by the Bidder or Contractor to act on its behalf and with the authority to legally bind the Bidder or Contractor concerning the terms and conditions set forth in Solicitation, Bid and Contract documents.
Bid	A sealed written offer to perform a Contract to provide materials, supplies, services, and/or equipment in reply to an Invitation For Bid (IFB).
Bidder	A Vendor who submits a Bid or Proposal in reply to a Solicitation.

Business Days	Monday through Friday, 8:00 a.m. to 5:00 p.m., Pacific Time, except for holidays observed by the state of Washington.
Calendar Days	Consecutive days of the year including weekends and holidays, each of which commence at 12:00:01 a.m. and end at Midnight, Pacific Time. When "days" are not specified, Calendar Days shall prevail.
Contract	An agreement, or mutual assent, between two or more competent parties with the elements of the agreement being offer, acceptance, and consideration.
Contract Administrator	The person designated to manage the resultant Contract for the MCC. The primary contact for the MCC with Purchasers and Contractor on a specific Contract.
Contractor	Individual, company, corporation, firm, or combination thereof with whom the MCC develops a Contract for the procurement of materials, supplies, services, and/or equipment. It shall also include any Subcontractor retained by Contractor as permitted under the terms of the Contract.
Equal	An offer of materials, supplies, services and/or equipment that meets or exceeds the quality, performance and use of the specifications identified in a Solicitation.
Estimated Useful Life	The estimated time from the date of acquisition to the date of replacement or disposal, determined in any reasonable manner.
Inspection	An examination of delivered material, supplies, services, and/or equipment prior to Acceptance aimed at forming a judgment as to whether such delivered items are what was ordered, were properly delivered and ready for Acceptance. Inspection may include a high level visual examination or a more thorough detailed examination as is customary to the type of purchase, as set forth in the solicitation document and/or as agreed between the parties. Inspection shall be acknowledged by an authorized signature of the Purchaser.
Invitation For Bid (IFB)	The form utilized to solicit Bids in the formal, sealed Bid procedure and any amendments thereto issued in writing by the MCC. Specifications and qualifications are clearly defined.
Lead Time/After Receipt Of Order (ARO)	The period of time between when the Contractor receives the order and the Purchaser receives the materials, supplies, equipment, or services order.
Life Cycle Cost	The total cost of an item to the state over its Estimated Useful Life, including costs of selection, acquisition, operation, maintenance, and where applicable, disposal, as far as these costs can reasonably be determined, minus the salvage value at the end of its estimated useful life.
Master Contracts & Consulting (MCC)	The MCC within the Washington Department of Enterprise Services, Master Contracts & Consulting authorized under Chapter 39.26 RCW (formerly Chapter 43.19 RCW) to develop and administer contracts for goods and services on behalf of state agencies, colleges and universities, non-profit organizations and local governments.
Order Document	A written communication, submitted by a Purchaser to the Contractor, which details the specific transactional elements required by the Purchaser within the scope of the

	Contract such as delivery date, size, color, capacity, etc. An Order Document may include, but is not limited to field orders, purchase orders, work order or other writings as may be designated by the parties hereto. No additional or alternate terms and conditions on such written communication shall apply unless authorized by the Contract and expressly agreed between the Purchaser and the Contractor.
Procurement Coordinator	The individual authorized by the MCC who is responsible for conducting a specific Solicitation.
Product	Materials, supplies, services, and/or equipment provided under the terms and conditions of this Contract.
Proposal	A sealed written offer to perform a Contract to supply materials, supplies, services, and/or equipment in reply to a Request For Proposal (RFP).
Purchaser	The authorized user of the Contract, as identified in the Solicitation, who may or actually does make purchases of material, supplies, services, and/or equipment under the resulting Contract.
Recycled Material	Waste materials and by-products that have been recovered or diverted from solid waste and that can be utilized in place of a raw or virgin material in manufacturing a product and consists of materials derived from post-consumer waste, manufacturing waste, industrial scrap, agricultural wastes and other items, all of which can be used in the manufacture of new or recycled products.
Recycled Content Product	A product containing recycled material.
Request For Proposal (RFP)	The form utilized to solicit Proposals in the formal, sealed Bid procedure and any amendments thereto issued in writing by the MCC. The specifications and qualification requirements are written in an outcome based form allowing for consideration of a broad range of different solutions to meet the procurement need.
Responsible	The ability, capacity, and skill to perform the Contract or provide the service required , including, but not limited to the character, integrity, reputation, judgment, experience, and efficiency of the Bidder; Further considerations may include, but are not limited to whether the Bidder can perform the contract within the time specified, the quality of performance of previous contracts or services, the previous and existing compliance by the Bidder with laws relating to the contract or services and such other information as may be secured having a bearing on the decision to award the contract:
Responsive	A Bid or Proposal that meets all material terms of the Solicitation document.
Response	A Bid or Proposal
Solicitation	The process of notifying prospective Bidders that the MCC desires to receive competitive Bids or Proposals for furnishing specified materials, supplies, services, and/or equipment. Also includes reference to the actual documents used for that process, including: the Invitation For Bids (IFB) or Request For Proposals (RFP), along with all attachments and exhibits thereto.
State	The State of Washington acting by and through the MCC.

State Contract	The written document memorializing the agreement between the successful Bidder and the MCC for materials, supplies, services, and/or equipment and/or administered by the Master Contracts & Consulting on behalf of the State of Washington. "State Contract" does not include the following: • Colleges and universities that choose to purchase under RCW 28B.10.029 • Purchases made in accordance with state purchasing policy under Washington Purchasing Manual Part 6.11 Best Buy Program; • Purchases made pursuant to authority granted or delegated under RCW 43.19.190(2) or (3) • Purchases authorized as an emergency purchase under RCW 43.19.200(2); or • Purchases made pursuant to other statutes granting the Agency authority to independently conduct purchases of materials, supplies, services, or equipment.
Subcontractor	A person or business that is, or will be, providing or performing an essential aspect of the Contract under the direction and responsibility of the Contractor and with the agreement of the MCC.
Vendor	A provider of materials, supplies, services, and/or equipment.
Washington's Electronic Business Solution (WEBS)	The Vendor registration and Bidder notification system maintained by the Washington State Department of Enterprise Services located at: www.ga.wa.gov/webs.

APPENDIX B WSCA-NASPO MASTER AGREEMENT STANDARD TERMS AND CONDITIONS

1. RESERVED.

2. AMENDMENTS. The terms of this contract shall not be waived, altered, modified, supplemented or amended in any manner whatsoever without prior written approval of the WSCA-NASPO Contract Administrator.

3. ASSIGNMENT/SUBCONTRACT. Contractor shall not assign, sell, transfer, subcontract or sublet rights, or delegate responsibilities under this contract, in whole or in part, without the prior written approval of the WSCA-NASPO Contract Administrator.

4. CANCELLATION. Unless otherwise stated in the special terms and conditions, any contract entered into as a result of this bid may be canceled by either party upon 60 days notice, in writing, prior to the effective date of the cancellation. Further, any Participating State may cancel its participation upon 30 days written notice, unless otherwise limited or stated in the special terms and conditions of this solicitation. Cancellation may be in whole or in part. Any cancellation under this provision shall not effect the rights and obligations attending orders outstanding at the time of cancellation, including any right of and Purchasing Entity to indemnification by the Contractor, rights of payment for goods/services delivered and accepted, and rights attending any warranty or default in performance in association with any order. Cancellation of the contract due to Contractor default may be immediate.

5. CONFIDENTIALITY, NON-DISCLOSURE AND INJUNCTIVE RELIEF.

5.1 Confidentiality. Contractor acknowledges that it and its employees or agents may, in the course of providing the Product under this Master Agreement, be exposed to or acquire information that is confidential to Participating Entity or Participating Entity's clients. Any and all information of any form that is marked as confidential or would by its nature be deemed confidential obtained by Contractor or its employees or agents in the performance of this Master Agreement, including, but not necessarily limited to (a) any Participating Entity records, (b) personnel records, and (c) information concerning individuals, is confidential information of Participating Entity ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated in the same manner as the Confidential Information. Confidential Information does not include information that (a) is or becomes (other than by disclosure by Contractor) publicly known; (b) is furnished by Participating Entity to others without restrictions similar to those imposed by this Master Agreement; (c) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Master Agreement; (d) is obtained from a source other than Participating Entity without the obligation of confidentiality, (e) is disclosed with the written consent of Participating Entity or; (f) is independently developed by employees, agents or subcontractors of Contractor who can be shown to have had no access to the Confidential Information.

5.2 Non-Disclosure. Contractor shall hold Confidential Information in confidence, using at least the industry standard of confidentiality, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the performance of this Master Agreement to Participating Entity hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use commercially reasonable efforts to assist Participating Entity in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Contractor shall advise Participating Entity immediately if Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Master Agreement and Contractor shall at its expense cooperate with Participating Entity in seeking injunctive or other equitable relief in the name of Participating Entity or Contractor against any such person. Except as directed by Participating Entity, Contractor will not at any time during or after the term of this Master Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Master Agreement, and that upon termination of this Master Agreement or at Participating Entity's request, Contractor shall turn over to Participating Entity all documents, papers, and other matter in Contractor's possession that embody Confidential Information. Notwithstanding the foregoing, Contractor may keep one copy of such Confidential Information necessary for quality assurance, audits and evidence of the performance of this Master Agreement.

5.3 Injunctive Relief. Contractor acknowledges that breach of this Section, including disclosure of any Confidential Information, will cause irreparable injury to Participating Entity that is inadequately compensable in damages. Accordingly, Participating Entity may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of Participating Entity and are reasonable in scope and content.

6. DEBARMENT. The contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction (contract) by any governmental department or agency. If the contractor cannot certify this statement, attach a written explanation for review by WSCA-NASPO.

7. DEFAULTS & REMEDIES.

a. The occurrence of any of the following events shall be an event of default under this Master Agreement:

i. Nonperformance of contractual requirements; or

ii. A material breach of any term or condition of this Master Agreement; or

iii. Any representation or warranty by Contractor in response to the solicitation or in this Master Agreement proves to be untrue or materially misleading; or

iv. Institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Contractor, or the appointment of a receiver or similar officer for Contractor or any of its property, which is not vacated or fully stayed within thirty (30) calendar days after the institution or occurrence thereof; or

v. Any default specified in another section of this Master Agreement.

b. Upon the occurrence of an event of default, Lead State shall issue a written notice of default, identifying the nature of the default, and providing a period of 15 calendar days in which Contractor shall have an opportunity to cure the default. The Lead State shall not be required to provide advance written notice or a cure period and may immediately terminate this Master Agreement in whole or in part if the Lead State, in its sole discretion, determines that it is reasonably necessary to preserve public safety or prevent immediate public crisis. Time

allowed for cure shall not diminish or eliminate Contractor's liability for damages, including liquidated damages to the extent provided for under this Master Agreement.

c. If Contractor is afforded an opportunity to cure and fails to cure the default within the period specified in the written notice of default, Contractor shall be in breach of its obligations under this Master Agreement and Lead State shall have the right to exercise any or all of the following remedies:

i. Exercise any remedy provided by law; and

ii. Terminate this Master Agreement and any related Contracts or portions thereof; and

iii. Impose liquidated damages as provided in this Master Agreement; and

iv. Suspend Contractor from receiving future bid solicitations; and

v. Suspend Contractor's performance; and

vi. Withhold payment until the default is remedied.

d. In the event of a default under a Participating Addendum, a Participating Entity shall provide a written notice of default as described in this section and have all of the rights and remedies under this paragraph regarding its participation in the Master Agreement, in addition to those set forth in its Participating Addendum.

8. DELIVERY. Unless otherwise indicated in the Master Agreement, the prices are the delivered price to any Participating State agency or political subdivision. All deliveries shall be F.O.B. destination with all transportation and handling charges paid by the contractor. Responsibility and liability for loss or damage shall remain the Contractor until final inspection and acceptance when responsibility shall pass to the Buyer except as to latent defects, fraud and Contractor's warranty obligations. The minimum shipment amount will be found in the special terms and conditions. Any order for less than the specified amount is to be shipped with the freight prepaid and added as a separate item on the invoice. Any portion of an order to be shipped without transportation charges that is back ordered shall be shipped without charge.

9. FORCE MAJEURE. Neither party to this contract shall be held responsible for delay or default caused by fire, riot, acts of God and/or war which is beyond that party's reasonable control. WSCA-NASPO may terminate this contract after determining such delay or default will reasonably prevent successful performance of the contract.

10. GOVERNING LAW. This procurement and the resulting agreement shall be governed by and construed in accordance with the laws of the state sponsoring and administering the procurement. The construction and effect of any Participating Addendum or order against the contract(s) shall be governed by and construed in accordance with the laws of the Participating Entity's State. Venue for any claim, dispute or action concerning an order placed against the contract(s) or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

11. INDEMNIFICATION. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and employees as well as any person or entity for which they may be liable from and against claims, damages or causes of action including reasonable attorneys' fees and related costs for any death, injury, or damage to property arising from act(s), error(s), or omission(s) of the Contractor, its employees or subcontractors or volunteers, at any tier, relating to the performance under the Master Agreement. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

12. INDEMNIFICATION – INTELLECTUAL PROPERTY. The Contractor shall defend, indemnify and hold harmless WSCA-NASPO, the Lead State and Participating Entities along with their officers, agencies, and

employees as well as any person or entity for which they may be liable ("Indemnified Party") from and against claims, damages or causes of action including reasonable attorneys' fees and related costs arising out of the claim that the Product or its use, infringes Intellectual Property rights ("Intellectual Property Claim"). The Contractor's obligations under this section shall not extend to any combination of the Product with any other product, system or method, unless:
(1) the Product, system or method is:
(a) provided by the Contractor or the Contractor's subsidiaries or affiliates;
(b) specified by the Contractor to work with the Product; or
(c) reasonably required, in order to use the Product in its intended manner, and the infringement could not have been avoided by substituting another reasonably available product, system or method capable of performing the same function; or
(2) it would be reasonably expected to use the Product in combination with such product, system or method.
The Indemnified Party shall notify the Contractor within a reasonable time after receiving notice of an Intellectual Property Claim. Even if the Indemnified Party fails to provide reasonable notice, the Contractor shall not be relieved from its obligations unless the Contractor can demonstrate that it was prejudiced in defending the Intellectual Property Claim resulting in increased expenses or loss to the Contractor. If the Contractor promptly and reasonably investigates and defends any Intellectual Property Claim, it shall have control over the defense and settlement of it. However, the Indemnified Party must consent in writing for any money damages or obligations for which it may be responsible. The Indemnified Party shall furnish, at the Contractor's reasonable request and expense, information and assistance necessary for such defense. If the Contractor fails to vigorously pursue the defense or settlement of the Intellectual Property Claim, the Indemnified Party may assume the defense or settlement of it and the Contractor shall be liable for all costs and expenses, including reasonable attorneys' fees and related costs, incurred by the Indemnified Party in the pursuit of the Intellectual Property Claim. This section is not subject to any limitations of liability in this Master Agreement or in any other document executed in conjunction with this Master Agreement.

13. INDEPENDENT CONTRACTOR. The contractor shall be an independent contractor, and as such shall have no authorization, express or implied to bind WSCA-NASPO or the respective states to any agreements, settlements, liability or understanding whatsoever, and agrees not to perform any acts as agent for WSCA-NASPO or the states, except as expressly set forth herein.

14. INDIVIDUAL CUSTOMER. Except to the extent modified by a Participating Addendum, each Participating Entity shall follow the terms and conditions of the Master Agreement and applicable Participating Addendum and will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement, including but not limited to, any indemnity or to recover any costs allowed in the Master Agreement and applicable Participating Addendum for their purchases. Each Participating Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Participating Entity individually.

15. INSURANCE. Contractor shall, during the term of this Master Agreement, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Master Agreement's termination or at a Participating Entity's option, result in termination of its Participating Addendum.

Coverage shall be written on an occurrence basis. The minimum acceptable limits shall be as indicated below, with no deductible for each of the following categories:

a) Commercial General Liability covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than $1 million per occurrence/$2 million general aggregate;
b) Contractor must comply with any applicable State Workers Compensation or Employers Liability Insurance requirements.

Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Master Agreement and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Participating Entity by the Contractor.

Prior to commencement of the work, Contractor shall provide to the Participating Entity a written endorsement to the Contractor's general liability insurance policy that (i) names the Participating Entity as an additional insured, (ii) provides that no material alteration, cancellation, non-renewal, or expiration of the coverage contained in such policy shall have effect unless the named Participating Entity has been given at least thirty (30) days prior written notice, and (iii) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of the Participating Entity as secondary and noncontributory.

Contractor shall furnish to Participating Entity copies of certificates of all required insurance within thirty (30) calendar days of the Participating Addendum's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this section. Failure to provide evidence of coverage may, at State's sole option, result in this Master Agreement's termination.

Coverage and limits shall not limit Contractor's liability and obligations under this Master Agreement.

16. LAWS AND REGULATIONS. Any and all supplies, services and equipment offered and furnished shall comply fully with all applicable Federal and State laws and regulations.

17. LICENSE OF PRE-EXISTING INTELLECTUAL PROPERTY. Contractor grants to the Participating Entity a nonexclusive, perpetual, royalty-free, irrevocable, unlimited license to publish, translate, reproduce, modify, deliver, perform, display, and dispose of the Intellectual Property, and its derivatives, used or delivered under this Master Agreement, but not created under it ("Pre-existing Intellectual Property"). The license shall be subject to any third party rights in the Pre-existing Intellectual Property. Contractor shall obtain, at its own expense, on behalf of the Participating Entity, written consent of the owner for the licensed Pre-existing Intellectual Property.

18. NO WAIVER OF SOVEREIGN IMMUNITY. In no event shall this Master Agreement, any Participating Addendum or any contract or any purchase order issued thereunder, or any act of a Lead State or a Participating Entity, be a waiver by the Participating Entity of any form of defense or immunity, whether sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the Constitution of the United States or otherwise, from any claim or from the jurisdiction of any court.

If a claim must be brought in a federal forum, then it must be brought and adjudicated solely and exclusively within the United States District Court for the Participating State. This section applies to a claim brought against the Participating State only to the extent Congress has appropriately abrogated the Participating State's sovereign immunity and is not consent by the Participating State to be sued in federal court. This section is also not a waiver by the Participating State of any form of immunity, including but not limited to sovereign immunity and immunity based on the Eleventh Amendment to the Constitution of the United States.

19. ORDER NUMBERS. Contract order and purchase order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence.

20. PARTICIPANTS. WSCA-NASPO is the cooperative purchasing arm of the National Association of State Procurement Officials. It is a cooperative group contracting consortium for state government departments, institutions, agencies and political subdivisions (e.g., colleges, school districts, counties, cities, etc.,) for all states and the District of Columbia. Obligations under this contract are limited to those Participating States who have signed a Participating Addendum where contemplated by the solicitation. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds. Participating States incur no financial obligations on behalf of political subdivisions. Unless otherwise specified in the solicitation, the resulting award(s) will be permissive.

21. ENTITY PARTICIPATION. Use of specific WSCA-NASPO cooperative contracts by state agencies, political subdivisions and other entities (including cooperatives) authorized by individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the respective State Chief Procurement Official.

22. PAYMENT. Payment for completion of a contract is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 45 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.

23. PUBLIC INFORMATION. This Master Agreement and all related documents are subject to disclosure pursuant to the Participating Entity's public information laws.

24. RECORDS ADMINISTRATION AND AUDIT. The contractor will maintain, or supervise the maintenance of all records necessary to properly account for the payments made to the contractor for costs authorized by this contract. These records will be retained by the contractor for at least four years after the contract terminates, or until all audits initiated within the four years have been completed, whichever is later. The contractor agrees to allow WSCA-NASPO, State and Federal auditors, and state agency staff access to all the records of this Master Agreement and any order placed under this Master Agreement, for audit and inspection, and monitoring of services. Such access will be during normal business hours, or by appointment.

25. REPORTS. The contractor shall submit quarterly reports to the WSCA-NASPO Contract Administrator showing the quantities and dollar volume of purchases by each participating entity.

26. STANDARD OF PERFORMANCE AND ACCEPTANCE. The Standard of Performance applies to all Product(s) purchased under this Master Agreement, including any additional, replacement, or substitute Product(s) and any Product(s) which are modified by or with the written approval of Contractor after Acceptance by the Participating Entity. The Acceptance Testing period shall be thirty (30) calendar days or other time period identified in the solicitation or the Participating Addendum, starting from the day after the Product is installed and Contractor certifies that the Product is ready for Acceptance Testing. If the Product does not meet the Standard of Performance during the initial period of Acceptance Testing, Participating Entity may, at its discretion, continue Acceptance Testing on a day-to-day basis until the Standard of Performance is met. Upon rejection, the Contractor will have fifteen (15) calendar days to cure the Standard of Performance issue(s). If after the cure period, the Product still has not met the Standard of Performance Participating Entity may, at its option: (1) declare Contractor to be in breach and terminate the Order; (2) demand replacement Product from Contractor at no additional cost to Participating Entity; or, (3) continue the cure period for an additional time period agreed upon by the Participating Entity and the Contractor. Contractor shall pay all costs related to the preparation and shipping of Product returned pursuant to the section. No Product shall be accepted

and no charges shall be paid until the Standard of Performance is met. The warranty period will begin upon Acceptance.

27. SYSTEM FAILURE OR DAMAGE. In the event of system failure or damage caused by the Contractor or its Product, the Contractor agrees to use its best efforts to restore or assist in restoring the system to operational capacity.

28. TITLE OF PRODUCT. Upon Acceptance by the Participating Entity, Contractor shall convey to Participating Entity title to the Product free and clear of all liens, encumbrances, or other security interests. Transfer of title to the Product shall include an irrevocable and perpetual license to use the Embedded Software in the Product. If Participating Entity subsequently transfers title of the Product to another entity, Participating Entity shall have the right to transfer the license to use the Embedded Software with the transfer of Product title. A subsequent transfer of this software license shall be at no additional cost or charge to either Participating Entity or Participating Entity's transferee.

29. WAIVER OF BREACH. Failure of Lead State or Participating Entity to declare a default or enforce any rights and remedies shall not operate as a waiver under this Master Agreement or Participating Addendum. Any waiver by the Lead State or Participating Entity must be in writing. Waiver by the Lead State or Participating Entity of any default, right or remedy under this Master Agreement or Participating Addendum, or breach of any terms or requirements shall not be construed or operate as a waiver of any subsequent default or breach of such term or requirement, or of any other term or requirement under this Master Agreement or Participating Addendum.

30. WARRANTY. The Contractor warrants for a period of one year from the date of Acceptance that: (a) the Product performs according to all specific claims that the Contractor made in its response to the solicitation, (b) the Product is suitable for the ordinary purposes for which such Product is used, (c) the Product is suitable for any special purposes identified in the solicitation or for which the Participating Entity has relied on the Contractor's skill or judgment, (d) the Product is designed and manufactured in a commercially reasonable manner, and (e) the Product is free of defects. Upon breach of the warranty, the Contractor will repair or replace (at no charge to the Participating Entity) the Product whose nonconformance is discovered and made known to the Contractor. If the repaired and/or replaced Product proves to be inadequate, or fails of its essential purpose, the Contractor will refund the full amount of any payments that have been made. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation, actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

31. ASSIGNMENT OF ANTITRUST RIGHTS. Contractor irrevocably assigns to a Participating Entity any claim for relief or cause of action which the Contractor now has or which may accrue to the Contractor in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the Contractor for the purpose of carrying out the Contractor's obligations under this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

Contractor shall require any subcontractors hired to perform any of Contractor's obligations, under this Master Agreement or Participating Addendum, to irrevocably assign to a Participating Entity, as third party beneficiary, any right, title or interest that has accrued or which may accrue in the future by reason of any violation of state or federal antitrust laws (15 U.S.C. § 1-15 or a Participating Entity's state antitrust provisions), as now in effect and as may be amended from time to time, in connection with any goods or services provided to the subcontractor for the purpose of carrying out the subcontractor's obligations to the Contractor in pursuance of

this Master Agreement or Participating Addendum, including, at a Participating Entity's option, the right to control any such litigation on such claim for relief or cause of action.

32. WSCA-NASPO eMARKET CENTER. Awarded responders are required to participate in the WSCA-NASPO eMarket Center and, working through WSCA-NASPO's contractor (SciQuest), connect with the eMarket Center. The ideal situation would be to use either a hosted (by SciQuest) or Punchout Level 2 catalog configurations, but actual requirements will be determined by the Lead State Contract Administrator, WSCA-NASPO, WSCA-NASPO's contractor (SciQuest) and the awarded contractor, after award. Participation does not require an awarded responder to have any special level of technology or technological understanding.

Definitions:

Acceptance - means a written notice from a purchasing entity to contractor advising Contractor that the Product has passed its Acceptance Testing. Acceptance of a product for which acceptance testing is not required shall occur following the completion of delivery, installation, if required, and a reasonable time for inspection of the product, unless the Purchasing Entity provides a written notice of rejection to contractor.

Acceptance Testing - means the process for ascertaining that the Product meets the standards set forth in the section titled Standard of Performance and Acceptance, prior to Acceptance by the Purchasing Entity.

Contractor - means the person or entity delivering Products or performing services under the terms and conditions set forth in this Master Agreement.

Intellectual Property – means any and all patents, copyrights, service marks, trademarks, trade secrets, trade names, patentable inventions, or other similar proprietary rights, in tangible or intangible form, and all rights, title, and interest therein.

Lead State - means the State conducting this cooperative solicitation and centrally administering any resulting Master Agreement with the permission of the Signatory States.

Master Agreement – means the underlying agreement executed by and between the Lead State, as WSCA-NASPO contract manager, acting on behalf of WSCA-NASPO, and the Contractor, as now or hereafter amended.

Order - means any purchase order, sales order, or other document used by a Participating Entity to order the Products.

Participating Addendum - means a bilateral agreement executed by a Contractor and a Participating Entity incorporating this Master Agreement and any other additional Participating Entity specific language or other requirements ,e.g. ordering procedures specific to the Participating Entity, other terms and conditions.

Participating Entity - means a state, or other legal entity, properly authorized by a state to enter into the Master Agreement or Participating Addendum or who is authorized to order under the Master Agreement or Participating Addendum.

Product - Any equipment, software (including embedded software), documentation, or deliverable supplied or created by the Contractor pursuant to this Master Agreement.

WSCA-NASPO - is a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for all states and the District of Columbia. WSCA-NASPO is a cooperative purchasing arm of the National Association of State Procurement Officials (NASPO).

APPENDIX C CONTRACTOR INFORMATION AND PROFILE

1. **Company Name**: Satellite Tracking of People LLC

   Address: 1212 North Post Oak Road, Suite 100

   City: Houston State: Texas Zip: 77055

   Phone: (832) 553-9501 FAX: (832) 553-5530

   Washington State Department of Revenue Registration Tax number: 603252866

   Federal Tax ID No.: 05-0583654 Company Internet URL Address: http://www.stopllc.com

2. **Legal Status of the Bidder:** Other: Limited Liability Company

3. **Bidder's Authorized Representative: (**Reference Section 4.3)
   Name: Steve Logan, Chief Executive Officer

   Phone: (832) 553-9501 FAX: (832) 553-9530 E-mail: slogan@stopllc.com

4. **Orders to be sent to, billing will be from and payments will be sent to:**
   Company Name: Satellite Tracking of People LLC

   Address: 1212 North Post Oak Road, Suite 100

   City: Houston State: Texas Zip: 77055

   Phone: (832) 553-9501 FAX: (832) 553-5530

   Internet address for company catalog: http://www.stopllc.com

5. **Contact Person for Sales Reports to be filed with MCC: (**Ref. Section 2.10)
   Contact Person's Name: Greg Utterback, Chief Development Officer

   Phone: (832) 553-9502 FAX: (832) 553-9530 E-mail: gutterback@stopllc.com

6. **Bidder's Company Experience and History:** Upon request, Contractor will provide information about the company's experience and history in providing electronic monitoring of offenders equipment and services.

7. **Minority/Women Owned Business (MWBE):** No: X

8. **Payment Methods and Term:** Prompt Payment Discount 2% 30 days or Net 31 days.

   Purchasing (charge) Cards (credit and/or debit cards) accepted include: American Express, Mastercard and Visa Payment by Purchasing Card may qualify for Prompt Payment Discount and no additional card fee or processing charge shall be permitted.

9. **Purchasing Cooperative Members – Washington State Political Subdivision and Nonprofit Corporations:** Contractor agrees to sell the goods and services on this contract to political subdivisions and nonprofit corporations which are members of the State of Washington Purchasing Cooperative (WSPC): Yes X

10. **Subcontractors:** None

11. **Customer References:** Customers may contact the Contractor for a list of references for the category of monitoring equipment and service available through this Contract.

APPENDIX D SPECIFICATIONS

SPECIFICATIONS

These specifications are the minimum. The vendor has listed, clearly demonstrated, and presented features that add value, savings and/or reliability.

CATEGORY 1 – RADIO FREQUENCY (RF) CONTINUOUS SIGNALING ELECTRONIC MONITORING SERVICE			
1.0	**SECTION A Vendor Requirements**		
Item	**Function**	**Description**	**Describe how Vendor passes, meets or exceeds**
1.1	Vendor Requirements	The Vendor must have at least two (2) years of experience delivering Radio Frequency monitoring services.	STOP has six consecutive years of experience providing RFequipment and services, which began in 2006. For additional information on STOP and our experience developing, implementing and operating electronic monitoring programs, please refer to Additional Information on Bidder Information and Profile, which we submit as per Section 5.1 of the solicitation. For additional information on our BLUband and BLUhome, including screenshots, please refer to Additional Information on Category 1 – Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service, which we submit as per Section 4.17 of the solicitation.
1.2	Vendor Requirements	Vendor must be capable of performing expert On-Site Service and be capable of dispatching expert technicians to the field in the event electronic diagnosis or replacement of component problems are encountered.	While the overwhelming majority of technical support inquiries received by STOP's Solutions Center are successfully resolved and closed without on-site intervention, STOP dispatches on-site technical support personnel within 24 hours of either receiving the request or the inability to resolve the issue through traditional telephonic support. STOP has a team of account managers who are strategically located throughout the United States to quickly address issues that may arise.

1.3	Vendor Requirements	The proposed monitoring device must have been installed and in use on at least an aggregate of 500 offenders through one or more contracts with State, Federal or local government agencies. This experience must include at least six (6) months of active monitoring for the model offered in response to this RFP. The Vendor's experience shall have been met with the vendor acting as the prime contractor in providing all of the above service. Identify these agencies, volumes and devices in your proposal response.	Since 2006, BLUband has been in continuous use and installed around enrollees' ankles to monitor the presence at designated locations. During 2012, BLUband devices were used for more than 450,000 mandays, representing an average daily population of more than 1,200 enrollees. STOP started as prime contractor for the following contracts and continues in that role today. The Georgia State Board of Pardons and Paroles began using BLUband in 2011 to place enrollees on house arrest. Today, the agency supervises an average of 900 enrollees with BLUband. The Tennessee Department of Correction began supervising enrollees with BLUband a year earlier. Its average daily population on BLUband stands at 50 enrollees. In 2011, the Hanover County Court Services (VA) chose to use BLUband to supervise enrollees. It has an average daily volume is approximately 10 enrollees. The Howard County Community Corrections (IN) began using BLUband in 2008. Its average daily volume stands at 100 enrollees. In 2008, The Williamson County Community Supervision and Corrections Department (TX) chose to use BLUband to place enrollees on house arrest. It has an average daily volume of 15 enrollees. Therefore, we have the requisite breadth and depth of knowledge and experience in developing, implementing and operating RF monitoring programs.
1.4	Vendor Requirements	The proposed base software must have been in use at least six (6) consecutive months in support of one or more contracts with State, Federal or local government agencies.	For 12 consecutive years, government agencies have used VeriTracks, our secure and reliable Internet-based monitoring application, with their electronic monitoring programs. We acquired VeriTracks through strategic acquisitions in 2005 and continue to enhance its functionality in order to meet the evolving needs of customers.
1.5	Vendor Requirements	All devices shall be currently registered and approved by the Federal Communications Commissioner (FCC).	BLUband (#55EBB02158) and BLUhome (#S5EBH0107A) are registered and certified by the FCC.

2.0	SECTION B Monitoring Center Facility, Data Center. Data Storage and Data Access		
Item	**Function**	**Description**	**Describe how Vendor passes, meets or exceeds**
2.1	Facility	The Monitoring Center Facility and Services must have been in use for at least six (6) consecutive months through one or more contracts with State Government agencies at the time of proposal submittal. This experience shall be with the same government agencies listed in Item 1.3. The Vendor shall have been the prime contractor for any contract services performed by any subcontracted monitoring service center or help-desk facility.	Our dual-purpose Solutions Center, staffed with STOP employees, provides help desk/technical support and Monitoring Center services 24 hours a day, 365 days a year. It operated on a continuous basis since 2006. The agencies listed in Item 1.3 have used our Solutions Center's services since the inception of their contracts. STOP is the prime contractor for all of the agencies listed in Item 1.3 and our Solutions Center staff performed the contractually required Monitoring Center and/or technical support services since the start of the contracts.
2.2	Facility	The Vendor shall provide a secure confidential monitoring service center and help-desk facility that provides service 24/7/365.	The Solutions Center provides secure and confidential help desk/technical support and Monitoring Center services 24 hours a day, 365 days a year. The facility is in a secure section of our Corporate headquarters with separate biometric secure entrance and monitored security cameras.
2.3	Facility	Monitoring Center will be clean, well-maintained, safe and secure for personnel as well as compliant with all Federal Regulations regarding safety.	The Solutions Center complies with all applicable federal, state and local laws and regulations. It is clean, well-maintained, safe and secure for all personnel. A certified agency conducts safety inspections annually to ensure compliance with applicable federal, state and local regulations.
2.4	Facility	Monitoring Center must be secure from unauthorized entry or malicious actions against facility and staff.	The Solutions Center is secure from unauthorized access or malicious actions against the facility and personnel. It is housed in a non-descript office building in a non-descript office/warehouse park. The windows are made of tempered safety glass. Access to the Solutions Center is restricted to authorized personnel through biometric secure entrance and monitored security cameras. The building housing the Solutions Center has intruder detection and fire protection systems, which are monitored 24-hours a day, 365 days per year by a third party vendor.
2.5	Facility	Monitoring Center must have disaster mitigation features (e.g. fire resistant, earthquake resistant; hurricane resistant.)	The Solutions Center facility is protected from fire through a fire suppression system and alarm. STOP maintains and updates a comprehensive disaster recovery plan for the Solutions Center.

			The Solutions Center facility is protected from fire through a fire suppression system and alarm. STOP maintains and updates a comprehensive disaster recovery plan for the Solutions Center. When advanced notice of a potential natural disaster is available, STOP relocates our primary Solutions Center to a contract facility in less than 30 minutes and be fully functional within minutes of relocating due to a disaster. The secondary location is in Reston, Virginia, more than 1,000 miles from the primary center in Houston, Texas. It is unlikely the Reston facility would be impacted by a disaster at the same time as the Houston office. Our primary Solutions Center can also operate on a virtual basis by rerouting our toll-free telephone and fax numbers to a backup cellular telephone system without any disruption in service .As an additional precaution against interruption of service with our Solutions Center, our toll-free telephone and fax numbers can also reroute to our backup landline telephone system.
2.6	Facility	In the event of a disaster the Vendor must have a backup Monitoring Center located sufficiently distant from the primary center, such that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that would disable the primary Monitoring Center.	The Solutions Center can relocate to a secondary location in less than 30 minutes and be fully functional within minutes of relocating due to a disaster. The secondary location is in Reston, Virginia, more than 1,000 miles from the primary center in Houston, Texas. It is unlikely the Reston facility would be impacted by a disaster at the same time as the Houston office. In addition, our primary Solutions Center can also operate on a virtual basis by rerouting our toll-free telephone and fax numbers to a backup cellular telephone system without any disruption in service .As an additional precaution against interruption of service with our Solutions Center, our toll-free telephone and fax numbers can also reroute to our backup landline telephone system.
2.7	Facility	Deleted	
2.8	Facility	The exchange of monitoring information (including enrollment, data changes, monitoring reports and terminations) between Officers and the Vendor's Monitoring Center facility shall occur via secure, real-time access to Vendor’s web-based system by Officer’s using existing agency computers/Internet access.	The exchange of monitoring information between authorized Agency personnel and STOP personnel occurs via VeriTracks, which is only accessible to authorized users through a Hypertext Transfer Protocol Secure (HTTPS) connection. HTTPS is a combination of HTTP and the Secure Socket Layer/Transport Layer Security (SSL/TLS) protocols, which protect network traffic through 128-bit encryption.

2.9	Facility	The Vendor shall have written operational and procedure manuals and disaster recovery plans for the Monitoring Center(s) (all locations). All revisions/updates by the Vendor to such manuals shall be forwarded to the Agency as they occur. The Agency will review such manuals and plans to ensure the integrity of the electronic monitoring system is maintained. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.	STOP maintains and updates operational policies and procedures for all Solutions Center staff members. We also maintain and update a comprehensive disaster recovery plan for the Solutions Center at both primary and backup locations. When requested, we provide these documents to an agency with whom we are contracting. When we revise and/or update these documents, we provide them to the Agency for review.
2.10	Facility	The system will synchronize with daylight savings time.	VeriTracks synchronizes its time with the Internet Time Service (ITS) of the National Institute of Standards and Technology (NIST). ITS automatically adjusts for Daylight Saving Time.
2.11	Facility	The Vendor's Monitoring Center should have a permanently installed and functioning emergency backup power source, independent of its main power source, capable of maintaining continuous operation until primary power is restored or the backup Monitoring Center is fully functional.	If a disaster occurs and impacts our Solutions Center and power cannot be restored within a timely manner, our diesel powered generator is activated. The generator is available to power the Solutions Center for 48 hours. If power is not restored within 24 hours, we can relocate its operations in less than 30 minutes and be operational within minutes of relocating.
2.12	Facility	The Vendor's Monitoring Center should have ventilation and temperature controls adequate to ensure proper functions of the Monitoring Center hardware.	The Solutions Center and the Data Center housing VeriTracks both have dedicated heating, ventilation and air conditioning systems, which ensure proper functioning at all times. We continuously monitor the HVAC system for optimal operation.
2.13	Facility	The Vendor's Monitoring Center's physical security features at a minimum should include closed circuit camera system and limited access doorways. Describe other features to ensure physical security.	The Solutions Center has multiple physical security features, including a keypad-based magnetic door lock system, biometric hand-geometry scanner, a monitored security alarm system integrated with closed circuit security cameras and limited access doorways. Only authorized STOP personnel can enter the Solutions Center.
2.14	Data Center	The facility housing the Data Center(s) must have multiple physical security features. Describe the physical security features that protect the Data Center and agency data.	Our geographically redundant Data Centers provide financial- and military-grade protection for their mission-critical Internet operations. They are secured against physical intrusion by a wellknown third party that secures some of the nation's most sensitive information. Both Centers are guarded by security officers 24 hours a days, 365 days a year. They also have multiple physical security features, including anonymous windowless exteriors, bullet-resistant Kevlar-lined exterior walls, security access control and alarm system integrated with closed circuit television, interlocking "mantrap" doors, and biometric hand-

			Our geographically redundant Data Centers provide financial- and military-grade protection for their mission-critical Internet operations. They are secured against physical intrusion by a wellknown third party that secures some of the nation's most sensitive information. Both Centers are guarded by security officers 24 hours a days, 365 days a year. They also have multiple physical security features, including anonymous windowless exteriors, bullet-resistant Kevlar-lined exterior walls, security access control and alarm system integrated with closed circuit television, interlocking "mantrap" doors, and biometric hand-
2.15	Data Center	The Vendor's Data Centers must have ventilation and temperature control adequate to ensure proper functions of the Data Center hardware.	STOP's Data Centers have independently dual-powered heating, ventilating and air-conditioning systems, which are continuously monitored for optimal operation.
2.16	Data Center	The Vendor's Data Centers must have back-up emergency power generators.	STOP's Data Centers have redundant power with a proven record of 99.99 percent uptime availability. They have multiple redundant backup diesel generators to provide power in the event the local public utility fails as well as Uninterruptible Power Supply systems to prevent power spikes, surges and brownouts. They are also power grid-independent and the entire electrical systems have built-in redundancies to ensure continuous operation.
2.17	Data Center	The Vendor must have redundant Data Centers located sufficiently distant from the primary center, such that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that would disable the primary Data Center.	Our geographically-redundant Data Centers are location in Ashburn, Virginia (the primary center) and Chicago, Illinois (the secondary center). Due to being more than 500 miles apart is it unlikely the secondary Data Center would be adversely-affected by a manmade or natural disaster that would impair the primary center's operations.
2.18	Data Center	All back-up systems in the Data Centers must be tested regularly.	All of the back-up systems for both Data Centers are tested weekly to ensure optimum operation if activated.
2.19	Data Center	The Vendor's system should provide for 100% redundancy to avoid unnecessarily excessive downtime due to hardware or software issues. In the event of data disruption, the secondary Data Center must be activated within 60 minutes of initial system failure.	VeriTracks operates concurrently in two geographically redundant Data Centers 24 hours a day, 365 days a year, which provides a continuous and live backup of all monitoring data at all times. This architecture differs from a traditional "hot-standby" backup system, which creates backups at designated intervals. The system's advantage is should the primary Data Center become inoperative, disaster recovery begins automatically and immediately at the secondary one. There is no chance our backup system will not start because it is always on. Service is never degraded.

			The fully redundant systems and networks in both Data Centers keep data moving by quickly rerouting it to another path in the event of an outage. The primary Center is located at one of the largest Internet exchange points in the world. With more than 300 Internet and telephone carriers and every major domestic and international service provider as a customer, the Center is a "carrier hotel," connecting to the carriers and routes that lead most directly to the desired destination. All Tier 1 Internet Service Providers peer in the Center, including AT&T, Centurylink, Sprint, Inteliquent, Level 3 Communications, XO Communications and Verizon.
2.20	Data Storage	The Vendor must ensure that all records (automated or hard copy files) remain the property of the Agency and shall be returned within 30 days, in the event the contract is canceled or terminated.	At no time during the life of the contract or beyond, does STOP ever own the enrollee information or monitoring data. It always remains the property of the Agency. When requested, STOP returns all enrollee information and monitoring data to the Agency in an agreed on format within 30 days of receiving the request.
2.21	Data Storage	The Vendor's system must ensure that all data be recorded with a historical transaction record and stored/archived for retrieval/backup in a database when requested by Agency personnel in accordance with the following:	All monitoring data automatically records with a historical transaction record, which is stored in the Agency's database throughout the term of the contract and beyond.
2.22	Data Storage	a. All historical data must be centrally stored and accessible for reporting purposes;	We store and maintain all monitoring data in our two geographically redundant Data Centers. Authorized Agency personnel have immediate access to all data six months old or less. We store older data in a separate secure, online database. To access older data, authorized Agency personnel submits the request to our Solutions Center any time of the day or night through email or toll-free phone or fax numbers. A STOP technician then provides the requester appropriate access to the requested data. After the end of the contract, we archive all data in a secure, online database.
2.23	Data Storage	b. This information must be available for reporting in a standard transaction file format; and	We make monitoring data and all related information available to the Agency in standard transaction file formats, including PDF, comma separated values, Microsoft Excel and Microsoft Word.
2.24	Data Storage	c. All current and historical data files must be retained for a minimum of seven (7) years and this information shall be available at no charge to the Agency.	We archive all monitoring data in a secure, online database for at least seven years after the end of the contract at no additional cost. After seven years, we contact the Agency to request written instructions regarding the management of the data.

2.25	Data Storage	The Vendor's Data Centers must have duplicate computers with the ability to, at a minimum, permit restoration of data collection and user monitoring services within ten (10) minutes after computer failure. The Monitoring Center should have duplicate data storage devices with automated fail-over and automatic re-establishment of the duplicate databases upon replacement of the failed storage device.	The Data Centers have multiple levels of redundancy to permit restoration of data within 10 minutes. The centers are segmented into layers, each of which fulfills a specific function. The layers are horizontally scalable, which means processing tasks are distributed across multiple pieces of hardware with each piece performing the same function but handling only a part of the work. As a result, we are able to quickly add hardware to each layer to increase capacity and performance and improve redundancy. We scale most layers N+2, i.e. each layer has two pieces of equipment in addition to what a normal load requires. This means a layer would not experience congestion until at least three pieces of hardware fail. Each layer has multiple nodes, i.e. individual pieces of hardware, such as servers, that comprise the system. Each node has redundant disks, network connections and power. The data storage systems are also highly redundant. They are configured as a Redundant Array of Independent Disks 6.
2.26	Data Storage	Upon request from the Agency, the Vendor must provide the most up-to-date complete copy of the System database, including historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc., in a format requested by the Agency.	Upon request, we provide the Agency with the most current and complete copy of its database in VeriTracks, including all historical data, the data dictionary, file layouts, code tables and values, data relationships, keys, indices, etc. in a format determined by the Agency.
2.27	Data Access	The Vendor shall not release or reveal any data, program information, operation protocols, implementation plans, training material, report(s), publication(s), updates, and/or statistical data related to the Program to any entity, to include non-Agency personnel, without prior written approval from the Agency Program Manager.	STOP does not release or reveal any monitoring data or information related to the Agency's monitoring program without the prior written approval of the Agency's program manager. Our written policies concerning the disclosure of data details how we release data and to whom. When we receive a request from a third party, we immediately contact the Agency's program manager and direct the request to him or her. We do not release or reveal any data or information until we receive explicit written instructions from the Agency's program manager. The Agency's written authorization must include the following information: the first and last name and title of the individual who will receive the data; the name of the Agency/company with which the individual is affiliated or employed; the street or email address where the data will be delivered; the first and last name and identification number of the enrollee(s) for whom data are requested; the specific data being requested; the format in which the requested data are to be delivered; and the quantity of hard copies, if that is the preferred format.

2.28	Data Access	The Vendor must maintain unaltered recorded data of offender violations, to be accessible in original form and substance for utilization as physical evidence for prosecution.	We store and maintain all unaltered monitoring data in its original form and substance in our two geographically-redundant Data Centers. Agencies can request access to or copies of it for use as physical evidence for prosecution. The monitoring data (curfew violations, tampering, electrical/telephone outages, etc.) cannot be changed or edited at any time, whether the enrollee is still enrolled in the Agency's electronic monitoring program or not.
2.29	Security	The Vendor shall have written policies and procedures for network security, application security, data transmission and data security, as well as Monitoring Center physical security.	STOP maintains written policies and procedures for application, data storage, data transmission, network and physical security. We provide these documents to the Agency when requested.
2.30	Security	The system shall provide security features, which prevent unauthorized individuals from accessing any information held by the Vendor. Secure access to the system shall be maintained at all times.	STOP takes a proactive approach to application and network security, upgrading security measures on a continuous basis. We use industry-leading technology and tools to provide the highest levels of security to protect monitoring data, prevent hacking into our monitoring system and implement fast fault recovery. The security model for our system was designed by a General Dynamics business line, which we acquired in 2004. It applies the same policies and procedures as those used by the U.S. Department of Defense and U.S. intelligence agencies. We believe we are the only company in the industry whose system complies with the National Institute of Standards and Technology's Federal Information Processing Standards (FIPS) Special Publication 800-53, *Recommended Security Controls for Federal Information Systems and Organizations*, which developed several key security standards and guidelines required by congressional legislation, most notably the Federal Information Security Management Act (FISMA). VeriTracks is protected by a proven and reliable security system with corresponding best practices in security. The network is divided into multiple zones, which are designed to logically segment the network traffic to allow for specific access into and out of each zone as necessary. All network segments are protected by highly available and fully redundant firewalls. Only HTTPS, SCP/SFTP, SMTP and BLUhome traffic are allowed into the network. All SMTP traffic is scanned and filtered prior to delivery to the appropriate mail server, while SCP/SFTP traffic is restricted by source address. No traffic from the Internet is ever directly accessible to the zone where monitoring data are actually hosted.

2.31	Security	The Vendor shall maintain security policies and procedures for its network security, application security, data transmission security, data storage security, and physical security. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.	STOP maintains written policies and procedures for application, data storage, data transmission, network and physical security. We provide these documents to the Agency when requested.
2.32	Security	The Vendor shall provide secure transmission and storage of data and shall ensure that all data, data transmissions and data storage is kept confidential.	VeriTracks is accessible only to authorized users through a Hypertext Transfer Protocol Secure (HTTPS) connection. HTTPS is a combination of HTTP and the Secure Socket Layer/Transport Layer Security (SSL/TLS) protocols, which protect network traffic through 128-bit encryption. Users must verify their identity by entering their username and password on the VeriTracks login page. There are three types of user accounts in VeriTracks: restricted, normal and administrative. Restricted users have permission to view monitoring data. Normal users have permission to add, delete and/or edit as well as view data. Administrative users have permission to create users as well as add, delete, edit and/or view data. The Agency decides the type of user account for each user. VeriTracks automatically assigns and emails strong passwords to the users. Passwords cannot be captured because the application uses SSL/TLS to encrypt all traffic.
2.33	Security	The Vendor's facility, equipment, data transmissions, and data storage shall be secure. The Vendor's facility shall be alerted and monitored by a local law enforcement agency or security company. The alert line shall be a tamper-resistant dedicated circuit and shall not be exposed to any person or thing that could alter or damage the line. The Data Center shall be equipped with automated fire detection and suppression equipment.	The Solutions Center has multiple physical security features, including an alarm system monitored by a private security company, limited access doorways, closed circuit security cameras, a keypad-based magnetic door lock system and a biometric hand-geometry scanner. Only authorized STOP personnel have access to the Solutions Center. Both Data Centers housing VeriTracks have comprehensive automated fire detection and suppression equipment and systems, which are monitored 24 hours a day, 365 days per year by an independent third party, in addition to the Centers' own internal monitoring system.

2.34	Security	The Vendor shall maintain a written Disaster Recovery Plan to cover power failures, telephone system failures, local equipment failures, flood or fire at the Monitoring Center and Data Center continued continuity of operations. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.	STOP maintains a written comprehensive Disaster Recovery Plan, which covers our policies and procedures regarding the mitigation of, preparation for, response to and recovery from human and natural disasters. We provide these documents to the Agency when requested.
3.0	**SECTION C Monitoring Center Staff**		
Item	**Function**	**Description**	**Describe how Vendor passes, meets or exceeds**
3.1	Monitoring Center Staff	All operators answering calls, monitoring and reporting are required to be certified by Vendor as to full knowledge of systems and ability to operate systems. All Vendors' monitoring staff shall be certified by the Original Equipment Manufacturer and must be well versed in all aspects of the system including but not limited to:	Our dual-purpose Solutions Center provides secure and confidential help desk/technical support and Monitoring Center services 24 hours a day, 365 days a year. The manager of our Solutions Center is a STOP employee as are all technicians. All Solutions Center personnel received comprehensive training on all aspects of our electronic monitoring system, including hardware, software and Monitoring Center service, in order to provide the highest levels of help desk/technical support and service to our customers. They receive periodic refresher training during the calendar year, as well extensive training on new functionality and services before we launch them. Authorized Agency personnel contact the Solutions Center by email or toll-free telephone or fax numbers when they need help. The Solutions Center has three tiers of support. Solutions Center Technicians provide Tier I support, resolving more than 95 percent of the requests. If Tier I support cannot resolve the issue, the technician elevates it to Tier II, where a system analyst works with the user to achieve resolution. In the rare event Tier III support is needed, our hardware and/or software engineering team is brought into the loop, depending on the issue. Less than 5 percent of inquiries need higher levels of support. Solutions Center Technicians respond to all types of requests, from answering technical questions and troubleshooting issues to leading ad hoc training sessions. When requested, they can also enter, modify and review monitoring data and information, including:

3.2	Monitoring Center Staff	a. Enrolling participants via the Internet for immediate activation of all monitoring services;	Our Solutions Center Technicians routinely help Agency personnel enroll adult and juvenile enrollees into the Agency's monitoring program database and enter, modify and/or review enrollee profile information in VeriTracks, our cloud-based monitoring application. Our Technicians can do these tasks while on the phone with an authorized Agency staff member or as part of the standard service STOP provides to any given agency.
3.3	Monitoring Center Staff	b. Activating/installing both monitoring and tracking equipment on participants;	Because the serial numbers of all equipment assigned to any given agency is stored in VeriTracks, it is easy for our Technicians to electronically assign equipment to an enrollee while logged in VeriTracks. Our Technician can also demonstrate to an authorized Agency employee how to complete the electronic equipment assignment task. For agencies needing onsite equipment installation service, STOP either hires local employees or subcontracts with a local independent service provider.
3.4	Monitoring Center Staff	c. Accessing, reviewing, and changing participant data via the Internet;	Our Technicians login to VeriTracks to enter, modify and/or review monitoring data when on the telephone with an Agency staff member or when given written instructions by an authorized Agency staff member through email or fax. All conversations are recorded for review and confirmation of requested changes.
3.5	Monitoring Center Staff	d. Troubleshooting equipment / monitoring /tracking problems;	Technicians are trained to troubleshoot all types of hardware and software issues. They provide authorized Agency personnel with tips and hints to improve their interaction with hardware and software as well as instructions for using our system to maximize results. We provide three tiers of help desk/technical support to address all levels of inquiries and requests. Tier I Technicians provide basic support, resolving more than 95 percent of the requests. When advanced support is needed, Tier II Technicians work with the Agency until the issue is resolved. Tier III support includes our hardware engineering and/or software development teams. They are brought into the loop as needed. However, less five percent of inquiries required Tier II/III support. In addition to help desk/technical support, we also provide Proactive Customer Assistance during the first 120 contract days (or after the program launches should there be a delay in the launch). Our Tier II Solutions Center Technicians review each supervising officer's Daily Summary Report and looks for

			recurring events or trends in events. They work on an individual basis with each supervising officer to address the issues and develop solutions to maintain enrollee accountability and public safety.
3.6	Monitoring Center Staff	e. Terminating participants via the Internet; and	Our Technicians remove an enrollee from the Agency's electronic monitoring program after receiving written instructions from either the assigned staff member or program manager. Our Technicians can also help Agency personnel by unassigning equipment, from one enrollee and either assigning it to another enrollee or leave it unassigned in VeriTracks for future use. All conversations are recorded for review and confirmation of the requested terminations.
3.7	Monitoring Center Staff	f. Operators must respond to equipment & system issues, including installation issues.	When Agency personnel contact our Solutions Center, the Technicians are ready to answer questions and help Agency personnel with all issues. Our Technicians can provide mini oneon-one immediate training on specific topics, such as installing equipment. Technicians can access our online library of training materials, which includes topic-specific videos demonstrating how to complete various tasks, such as installing equipment.
3.8	Monitoring Center Staff	The Vendor shall ensure their staff is trained and certified to provide technical assistance to Agency staff and deal effectively with all issues regarding the Radio Frequency Electronic Monitoring. When necessary, the Vendor shall develop written operational procedures specific to the Agency's monitoring requirements for reference by their staff.	Solutions Center Technicians are knowledgeable experienced and STOP employees who have successfully completed training on all aspects of our RF monitoring system and our expectation for providing superior customer support. By the time they are responding to Agency personnel inquiries, our Technicians have completed 80 hours of initial training. They receive at least 40 hours of continuing training each quarter and it covers refresher topics and new functionality and services. STOP works in partnership with the Agency to develop and implement policies and procedures based on the Agency's monitoring protocols. If the Agency uses our optional Monitoring Center services, we incorporate the policies and procedures into the Monitoring Center widget in VeriTracks. This allows our Solutions Center Technicians to respond to and investigate events in a standardized and systematic manner. The Monitoring Center widget stores an unlimited number of protocols, allowing the Agency to customized protocols for every enrollee category and risk level, event type and/or day of the week and time of the day.

3.9	Monitoring Center Staff	Vendors shall not employ felons in the performance of this contract. Upon Agency request, Vendor shall provide a copy of employee background check procedures. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.	All STOP employees regardless of position must successfully pass a comprehensive background investigation and drug screen. If any candidate has a felony conviction, STOP will not extend an offer of employment. We provide a copy of our employee background check policies and procedures to the Agency when requested.
4.0	**SECTION D Monitoring Services**		
Item	**Function**	**Description**	**Describe how Vendor passes, meets or exceeds**
4.1	Monitoring Services	The Vendor shall provide toll-free telephone and facsimile numbers for the Agency staff to access the operators, technical support and customer service specialists at the Monitoring Center.	Our dual-purpose Solutions Center provides help desk/technical support and Monitoring Center services 24 hours a day, 365 days a year. Authorized Agency personnel contact the Solutions Center by email or toll-free telephone or fax numbers. For additional information on our Monitoring Center services, including screenshots of the Monitoring Center widget in VeriTracks, please refer to Additional Information on Category 1 – Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service, which we submit as per Section 4.17 of the solicitation.
4.2	Monitoring Services	The Vendor must provide a staffed communication system utilizing an 800-telephone number an 800- number fax, and email access, available 24-hours per day, 365 days per year at no additional charge to the Agency for technical, analysis, and application assistance.	The Solutions Center provides help desk/technical support 24 hours a day, 365 days a year. Authorized Agency personnel contact the Solutions Center by email (techsupport@stopllc.com) or toll-free telephone (866-703-7867) or toll-free fax (877-410-7867). Agencies have unlimited access to help desk/technical support services at no additional cost.
4.3	Monitoring Services	The Vendor's Monitoring Center service must be able to tailor the level of alert notification to meet individual Agency needs or protocols.	The Solutions Center provides all Monitoring Center services, which are completely customizable to meet the Agency's needs. There are more than 40 different alert notification options in VeriTracks, which allows the Agency to tailor the level of alert notification by day of the week, time of the day, type of event, enrollee classification or risk level, etc. Our Technicians receive alert notifications for any or all events 24 hours a day, 365 days a year or on designated days of the week and/or at specific times of the day. They respond to and investigate events based on the Agency's established monitoring protocols, including how to confirm and close events and communicate with enrollees (if

			required) and Agency-designated personnel. All of these protocols are stored in VeriTracks and easily accessed by each Technician providing Monitoring Center services.
4.4	Monitoring Services	Describe in detail your ability to provide closed-loop notification (notify with confirmation of Officer call-back verification) and escalating notification (notify, pause for call-back verification, escalate to notify next Officer/contact, pause, continue) and identify any/all system automated capabilities versus manual staff steps required to deliver these types of advanced notification. Describe system reporting and/or web-based capabilities to audit the notification steps taken for each alert.	Closed loop notifications can be managed through an automated email escalation notification tree or a Solutions Center Technician manually notifying the designated officer. The automated method requires the officer to login to VeriTracks to confirm receipt of the notification and close the event once it is resolved. The manual method requires our Technician to manually contact the officer and wait for the officer's confirmation. Escalating notifications can also be handled either through an automated email notification tree or a Solutions Center Technician manually following the escalation tree, which is in the Monitoring Center widget in VeriTracks. Regardless if the notification is closed-loop or escalating, VeriTracks provides automated email escalation notification trees, which determines 1) who receives the notification, how it is received and the order of recipients, 2) the amount of time each recipient(s) has to respond to the event, 3) how many times the notification tree runs, 4) what, if any, action a Solutions Center Technician must take after completing the protocol and the event remains open and 5) who can edit the tree. We can develop and implement escalating notification trees for specific enrollee categories or risk levels, event types and/or days of the week and times of the day. Each tree is customizable to meet the Agency's evolving needs. Authorized Agency personnel can generate an audit report for any alert notification to determine the date and time when the supervising officer logged into VeriTracks to manage the event. The audit report also provides the date and time the officer logged out of VeriTracks. This report helps the Agency hold supervising officers accountable for following its protocols.

4.5	Monitoring Services	The system and software must allow for the following actions over a secure (password-provided by the Vendor) and protected internet or remote access. The Officer shall be able to complete a new participant enrollment including all relevant personal information for each participant, including:	VeriTracks is accessible only to authorized Agency personnel using a standard browser, such as Internet Explorer 7 or higher, through a Hypertext Transfer Protocol Secure (HTTPS) connection. While logged into VeriTracks, authorized Agency personnel can enroll adult and juvenile enrollees and enter, modify and/or view the following information for each enrollee. Our Solutions Center Technicians can also perform these actions at the direction of the supervising officer.
4.6	Monitoring Services	a. Name, address, telephone number, equipment number, officer name, curfew information temporary and permanent schedule;	• The enrollee's name, addresses, telephone number(s), assigned equipment, assigned supervising officer, permanent schedule and temporary schedule exceptions.
4.7	Monitoring Services	b. Data/Curfew changes;	• Changes and/or exceptions to the enrollee's permanent schedule.
4.8	Monitoring Services	c. Caseload Review, a listing of all active participant names, associated transmitter/receiver serial numbers, the current real-time status of the participant including the single most recent event that was reported on this participant;	• Review an officer's entire caseload on one screen. The Enrollee Dashboard includes a list of all enrollees, the assigned equipment, status and most recent event.
4.9	Monitoring Services	d. Report Analysis (e.g. Officers shall be able to generate and review monitoring/tracking reports on screen and print hard copies where necessary;	• Generate reports containing near real-time data on a manual basis. VeriTracks can generate and distribute reports on an automated basis. It automatically stores all generated reports for future reference. The Agency's program manager can also restrict access to management-related reports. Authorized Agency personnel can query reports as well as sort and filter the results by any field in the report, including date. They can view reports on screen, print them and/or download them in a variety of standard file formats, including PDF, Microsoft Excel and Microsoft Word.
4.10	Monitoring Services	e. Terminate Participants (e.g. Officers shall be able to terminate monitoring/tracking on any participant on their caseload.)	• Enrollees can be unenrolled, or terminated, at any time the officer logs into VeriTracks.

4.11	Monitoring Services	The Vendor's Monitoring Center service shall maintain accurate and concise historical logs of all telephone, text message, emails and fax calls attempted and completed, including date, time, and the associated incident. The Vendor shall make these logs available to the Agency upon request. History shall be maintained for six (6) years after termination or expiration of the Agency's contract with the Vendor.	All inbound and outbound telephone calls, emails, faxes and text messages into and out of the Solutions Center are accurately recorded and maintained. Our telephone system records the date, time and number called or received. This information is also stored in VeriTracks and is associated with each step in the appropriate monitoring protocol step or ticket. Faxes received at the Solutions Center are also logged into the appropriate monitoring protocol step or ticket in VeriTracks and digitally scanned and stored for reference. Every email received by the Solutions Center is attached to the appropriate monitoring protocol step or action they address. Every communication to the Solutions Center has a corresponding ticket associated with it. STOP maintains this information for at least seven years after the term of the contract ends. It is available to the Agency upon request.
4.12	Monitoring Services	All curfew and equipment status alerts shall be reported to Agency Staff immediately or upon expired Grace Period. Alerts shall be reported by web-based system and/or email. Additionally, alert reports may be provided by fax and/or telephone on an optional basis. Vendor must have the capability of reporting alerts after applying a defined Agency grace period for reporting designated events.	VeriTracks automatically distributes event notifications, such as curfew violations and equipment status, to the assigned supervising officer(s) 24 hours a day, 365 days a year based on his/her preferred method of receipt – email, fax and/or text message. All event notifications distribute immediately or after a designated grace period required by the Agency's monitoring protocols. This grace period is adjustable by Agency specification.
4.13	Monitoring Services	The Vendor shall be capable of immediately notifying the designated Agency Program Manager verbally of any interruption in service or processing delay to the Monitoring Center or telecommunications systems lasting longer than sixty (60) minutes. Such verbal notification shall be provided by the Vendor 24/7/365.	If VeriTracks experiences a service interruption impacting its ability to process monitoring data and generate and distribute notifications for longer than 60 minutes, our dedicated account manager contacts the Agency's program manager based on the manager's written preference. We work with all Agency program managers to incorporate their communication needs (when to contact and how to contact for various types of events) into our internal protocols. STOP is already contractually required to manually contact many program managers, usually by phone, at any time of the day or night when service interruptions occur.
4.14	Monitoring Services	The Vendor shall maintain redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method.	The Solutions Center has redundant inbound and outbound communication services. In the event of a service interruption with our primary VoIP communication services, we can activate and reroute communications from the primary communication services to one of our secondary communication services. We have two backup communication services: analog and cellular.

			In addition to our backup communication services, our toll-free telephone and fax numbers can be immediately rerouted to a backup telephone system via secure Internet connection.
4.15	Monitoring Services	The Vendor shall perform complete support of all interface hardware and software equipment (within the Monitoring Center) necessary to ensure provision of the service for the duration of the contract.	STOP maintains and supports all hardware and software in the Solutions Center and VeriTracks. We routinely conduct health checks on the hardware and software on all areas related to customer support and enrollee monitoring. When equipment upgrades or software functionality enhancements are needed to meet all contractual obligations and evolving customer needs, our IT Department completes it.
4.16	Monitoring Services	The Vendor shall provide the Agency a contact number, accessible twenty (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.	The Solutions Center provides help desk/technical support 24 hours a day, 365 days a year. Authorized Agency personnel contact the Solutions Center by email (techsupport@stopllc.com) or toll-free telephone (866-703-7867) or toll-free fax (877-410-7867). Agency program managers are also provided with the cellular telephone numbers of their dedicated account manager and the Chief Development Officer to report problems or to request additional help and/or support.
5.0	**SECTION E Alert Notifications**		
Item	**Function**	**Description**	**Describe how Vendor passes, meets or exceeds**
5.1	Alert Notifications	The Radio Frequency electronic monitoring system shall be capable of providing real-time and batch notification(s) to the Officer on the following violations/alerts:	BLUhome, STOP's home-based receiver unit, detects, records and reports the following events to VeriTracks. Once received, VeriTracks immediately distributes notifications in near real time to the designated recipient(s). VeriTracks also generates a Daily Summary Report and emails it to every supervising officer by 6:30 a.m. for the Agency's time zone. The report lists all of the events an enrollee had during the previous 36 hours and the status of each (confirmed or closed).
5.2	Alert Notifications	a. Non-compliance with pre-determined curfews;	• If an enrollee enters his/her home late or departs early, BLUhome immediately detects, records and reports the event to VeriTracks, which then distributes the notification to the designated officer(s) using email, fax or text message, whichever is the recipient's preference.

5.3	Alert Notifications	b. Participant entry and exit at unauthorized times;	• If an enrollee enters his/her home late or departs early, BLUhome immediately detects, records and reports the event to VeriTracks, which then distributes the notification to the designated officer(s) using email, fax or text message, whichever is the recipient's preference.
5.4	Alert Notifications	c. Tampering with the transmitter or any of its components;	• If the enrollee tampers with BLUband while inside BLUhome's RF signal range, BLUhome immediately detects the activity and records the start and end date and time and reports the event to VeriTracks. If the enrollee tampers with BLUband, STOP's ankle-worn transceiver, while outside of BLUhome's RF signal range, BLUband records the tamper. Once the enrollee enters BLUhome's RF signal range, BLUband reports the tamper to BLUhome through its encrypted RF signal. BLUhome immediately reports the event to VeriTracks.
5.5	Alert Notifications	d. Tampering with the Receiver or any of its components;	• If anyone in the enrollee's home tampers with BLUhome, it immediately records the start and end date and time and reports the event to VeriTracks. Tampering includes opening BLUhome's lid and unauthorized movement of the unit.
5.6	Alert Notifications	e. Failure of the Receiver to report at pre-determined times;	• BLUhome reports into VeriTracks at pre-determined time intervals as a confirmation of normal operations. If BLUhome does not report into VeriTracks as programmed, VeriTracks generates a message gap notification.
5.7	Alert Notifications	f. Loss and/or restoration of telecommunications;	• BLUhome records and start and end date and time of any interruptions in telephone service. Once service is restored, BLUhome immediately reports the event to VeriTracks, which then immediately generates a notification and sends it to the designated recipient(s) using their preferred method of email, fax or text message.
5.8	Alert Notifications	g. Loss and/or restoration of alternating current (AC) power;	• BLUhome records the start and end date and time of any interruptions to the electrical service to the enrollee's home. BLUhome immediately reports the event to VeriTracks, which then immediately generates a notification and sends it to the designated recipient(s) using their preferred method of email, fax or text message.

5.9	Alert Notifications	h. Detection of low power or battery malfunctions in the transmitter or Receiver;	• Approximately 30 days before a BLUband's battery loses all power, BLUband transmits a low battery message to BLUhome, which then reports the condition to VeriTracks. Once the assigned supervising officer receives the notification from VeriTracks, he/she can arrange to change out the BLUband device with the enrollee. BLUhome's backup battery powers the unit for at least three days. If the backup battery power begins to run low, BLUhome reports the condition to VeriTracks, which then immediately sends a notification to the assigned supervising officer.
5.10	Alert Notifications	i. Movement of the Receiver to an unauthorized telephone line;	• BLUhome detects, records and reports unauthorized changing of the outbound telephone number reporting. If the outbound telephone number does not match the number entered into VeriTracks at enrollment, VeriTracks immediately sends a notification to the assigned supervising officer.
5.11	Alert Notifications	j. Detection of operating malfunctions in the Receiver or transmitter.	• BLUband and BLUhome both conduct periodic self-health checks. If BLUband detects any malfunction and the enrollee is in the RF signal range of BLUhome, BLUband immediately transmits the condition to BLUhome, which immediately reports the condition to VeriTracks. Once VeriTracks receives the information, it immediately sends a notification to the assigned supervising officer using his/her preference of email, fax or text message. If the enrollee is outside of BLUhome's RF signal range when BLUband detects operational issues, BLUband stores the information in its built-in memory. Once the enrollee enters BLUhome's RF signal range, BLUband transmits the condition and the system functions as though BLUband was always in the RF signal range. If BLUhome detects operational issues during its periodic health checks, it immediately reports the condition to VeriTracks. The application then immediately sends a notification to the designated supervising officer so appropriate action can be taken.

5.12	Alert Notifications	Vendor shall have a notification policy for participant violations that allows the Agency to establish distinct levels of security on a participant by participant basis.	VeriTracks offers extensive flexibility and customization with event notifications. VeriTracks can send notifications to one more supervising officers or other designated recipients based on enrollee classification, risk level, event type, and/or day of the week Notifications are sent based on the recipient's preference of email, fax or text message and must comply with the Agency's protocols.

6.0	SECTION F Reports		
Item	**Function**	**Description**	**Describe how Vendor passes, meets or exceeds**
6.1	Reports	Please provide a list of typical detailed reports the Vendor provides to current or previous customers.	VeriTracks' robust reporting capability meets and exceeds our customer's need for statistical information and documentation of evidence-based practices with more than 240 reports, all of which contain near real-time data. Filtering reports can narrow the results to fulfill specific types of reporting needs, such as all equipment assigned to an enrollee, all equipment assigned to a particular office or region, status of equipment, etc. All reports can reflect Agency-wide data or data from a single office or supervising officer. The typical reports include: Agency Inventory, Equipment Usage, Equipment History, Events by Enrollee, Open Events by Enrollee, Caseload Summary, Events by Officer and Officer Login Summary.
6.2	Reports	Describe how the Vendor plans to provide the following reports should they be requested by Agency.	Robust reporting capability is one of many hallmarks of VeriTracks. It currently contains more than 240 reports that meet, and frequently, exceed our current customer's need for statistical data and evidence-based results. VeriTracks updates monitoring data on a continuous basis in near real-time to ensure authorized Agency personnel access the most current data available.
6.3	Reports	a. Daily Utilization by Agency offices ;	• Device Assignment Usage Report: lists all assigned equipment based on a specified date and time range. The report includes the assigned enrollee's name and ID number, service type and number of days the equipment has been assigned to enrollee.
6.4	Reports	b. On-demand report containing the serial numbers of each Transmitter and Receiver in use, the participant's name and other Agency defined data.	• Device Inventory Report: lists all equipment in the Agency's inventory. The report includes device type and serial number, assigned enrollee and supervising officer, and device status. The report can also list just assigned equipment through filtering.
6.5	Reports	c. On-demand report containing the serial numbers of each Transmitter and Receiver not in In-Service Status	• Device Inventory Report: lists all equipment in the Agency's inventory. The report includes device type and serial number, assigned enrollee and supervising officer, and device status. The report can also list just assigned equipment through filtering.

6.6	Reports	d. On-demand (user defined date range) report containing the serial numbers of each Transmitter, Receiver and Mobile Receiver (Drive-By) returned to the Vendor from each office during the report week;	• Device Inventory Report: lists all equipment in the Agency's inventory. The report includes device type and serial number, assigned enrollee and supervising officer, and device status. The report can also list only equipment returned to STOP through filtering.
6.7	Reports	e. On-demand (user defined date range) report containing the serial numbers of each Transmitter, Receiver and Mobile Receiver (Drive By) reported lost, absconded, stolen or not recovered from each region and office during the report week;	• Device Inventory Report: lists all equipment in the Agency's inventory. The report includes the device type and serial number, assignment status, assigned enrollee and supervising officer if assigned and device status. The report can list just lost, absconded, stolen and/or unrecoverable equipment through filtering.
6.8	Reports	f. On-demand (user defined date range) report containing the serial number of each Drive-By Receiver in the Department's possession during the report month, sorted by Region and office;	• Device Inventory Report: lists all equipment in the Agency's inventory. The report includes device type and serial number, assignment status, assigned enrollee and supervising officer if assigned and device status. The report can list BLUscan units assigned to the Agency during a specified period of time through filtering.
6.9	Reports	g. Daily active Participant Roster Report.	• Enrollee Report: lists all assigned enrollees in the Agency's monitoring program. The report includes each enrollee's name, ID number, address and assigned supervising officer.
6.10	Reports	On-demand reports with user defined fields as requested by Agency.	STOP's team of report writers can develop custom reports with Agency-defined fields upon request. The Agency can then run the reports in VeriTracks on demand. Our library of more than 240 reports, almost all of which were developed as custom reports for specific customers, is a testament to our ability to meet and exceed the Agency's unique reporting needs and expectations.
7.0	**SECTION G Account Management and Training**		
Item	**Function**	**Description**	**Describe how Vendor passes, meets or exceeds**
7.1	Account Management	The Vendor shall assign staff to provide adequate training and explanation to Agency staff regarding the maintenance, use, and care of the radio-frequency EM monitoring system equipment.	STOP has a dedicated Training Department, which is staffed with highly qualified and experienced professional trainers who are STOP employees. Our trainers are responsible for leading effective training courses to all of our customers. Training is critical component to the success of the Agency's monitoring program. Consequently, we work in close partnership with the Agency to develop and implement training courses for authorized Agency personnel. We provide on-site and online training courses, including initial, refresher, follow-up and new functionality. Initial

			training is a hands-on experience where trainees use the actual hardware and software that will monitor enrollees. Trainees learn about installing/removing equipment, caring for the equipment, understanding the monitoring data and reports generated by our system and troubleshooting. We provide all training and training materials. The only items we do not provide are a training room and a computer with a high-speed Internet connection for each trainee.
7.2	Account Management	The Vendor shall provide an Inventory Control Plan / Reports subject to Agency approval to maintain accurate inventory of both active and spare equipment. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.	During Program Management, which is the first phase of our Implementation/Transition Plan, our dedicated account management team works with the Agency to determine how many devices are needed at program launch and for continued operations. The volume of equipment includes a sufficient quantity for the Agency's on-site/spare inventory. Most agencies find its volume of on-site/spare equipment is sufficient when it equals to 10 to 20 percent of active/assigned equipment. However, STOP works with each Agency to determine a workable ratio of onsite/ spare equipment to active/assigned equipment so the Agency does not find itself in a bind. When agencies need to adjust its volume of on-site/spare equipment, our account manager works with the Agency to accomplish the goal. Furthermore, our account manager submits reports to the program manager detailing agreements between the two parties, which include an Inventory Control Plan and any adjustments to it.
7.3	Account Management	Vendor shall provide a liaison to the Agency that will serve as the central point of contact to ensure Contract services are provided at a satisfactory level. Such services would include: on-site on-going training to current Agency and new employees; technical assistance as requested; and, resolve issues and ensure customer satisfaction. Customer support may include site visits and assistance with implementation of new phases of electronic monitoring program.	STOP assigns a dedicated account manager to every agency. The account manager is the primary contact for the Agency. In addition to an account manager, we assemble an account management team to handle various aspects of the relationship. This team includes our Training Director, Product Support Director and Chief Development Officer. The account manager is the anchor of the team and coordinates the work of all the other team members. The account manager also has ready access to all STOP resources, including trainers, help desk/technical support, hardware and software engineers and executive management, and can draw on any of them as needed. In addition to this support for customers, we also provide Proactive Customer Assistance to each Agency. This intensive customer support occurs during the first 120 contract days, or after the program launches if there is delay in launching. Our Tier II

			the program launches if there is delay in launching. Our Tier II Solutions Center Technicians remotely shadow every officer's caseload by reviewing the Daily Summary Report. If a Technician notices a recurring event or a trend with certain events, he/she works with the designated supervising officer on an individual basis to review the data and find solutions to resolve the issue while maintaining enrollee accountability and public safety. Our Technicians also provide hints and tips for maximizing VeriTracks and its data. The nature of the intensive support allows supervising officers to gain a greater comfort level with our system at a fast pace, which is especially helpful when an Agency transitions from one vendor's system to another.
7.4	Training	Vendor shall provide initial on-site training by experienced staff with-thirty (30) days of start of Agency's contract, unless an alternate training schedule is agreed upon. Additional on-site training via webinar shall be provided within 48 hours of request. Ongoing training shall be provided as agreed mutually between vendor and agency.	STOP can easily provide initial training within 30 days of the contract start date and quite often can schedule and complete it in significantly less time. The initial training course typically takes place on-site and requires a 1.5-day commitment. It covers all aspects of our monitoring system, including how to install, maintain and operate all monitoring equipment; manage equipment inventory; enroll/unenroll enrollees; create, edit and review curfews; understand notifications and reports; generate reports; configure hardware and software; and troubleshoot. The initial training course takes a hands-on approach. Trainees use the actual hardware (BLUband and BLUhome) and software (VeriTracks) to build confidence with our monitoring system. We can provide on-site training for any class size; however, most classes have 15 trainees or less to allow for more one-on-one interaction between the trainer and trainees. On-site class size is limited by the size of the room and the number of computers the Agency can provide. Several months after the initial training course, we conduct a checkup to ensure all authorized Agency personnel understand our system and are able to use it effectively and efficiently. If necessary, we provide refresher training at this time. We also provide follow-up training at any time throughout the term of the contract. We also provide Proactive Customer Assistance during the first 120 contract days (or after the program launches should there be a delay in the launch) to the Agency. Our Tier II Solutions Center Technicians review each supervising officer's Daily Summary

			Technicians review each supervising officer's Daily Summary Report and looks for recurring events or trends in events. They work on an individual basis with each supervising officer to address the issues and develop solutions to maintain enrollee accountability and public safety. Whenever we enhance our hardware or software, we distribute release notes. Depending on the type of functionality, we also provide training via live webinars, which are also recorded and stored online for viewing at a later date.
7.5	Training	Vendor will provide training and/or user manuals in soft format (such as PDF) and shall authorize Agency to duplicate these materials as necessary to facilitate Agency training needs.	STOP provides every trainee with the most current version of our comprehensive training guide in hard and soft copy formats for initial training. We also provide hard copies of our User Manual upon request. The User Manual is also accessible online in soft copy format in VeriTracks through a link in the header section. We authorize the Agency to duplicate training materials as needed.
7.6	Training	Deleted	
7.7	Training	Describe your company's capability to provide training both on-line and via Webinar.	We provide online live webinar training sessions to authorized Agency personnel on mutually agreeable dates and times throughout the term of the contract. Authorized Agency personnel also have unlimited access to our secure, online library of training materials, including our User Manual, training guides, quick reference guides and self-paced training videos on specific topics. We can provide one-on-one web trainings for individual supervising officers when requested, which can be for initial training, refresher training or a specific topic. We also can provide webinars for up to 250 participants at a time when requested for initial or refresher training or on a specific topic.

8.0	SECTION H General Equipment, Transmitter and Receiver Specifications		
Item	**Function**	**Description**	**Describe how Vendor passes, meets or exceeds**
8.1	Equipment	Vendor is bidding the following device as a part of its Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service and has identified this same device in the Price Worksheets. The responses to these specifications are for this equipment. **Body-attached Transmitter:** Mfg.: Satellite Tracking of People Brand/Model: BLUband **Receiver (Home Unit) – with Landline Connection:** Mfg.: Satellite Tracking of People Brand/Model: BLUhome (Landline) **Receiver (Home Unit) – with Cellular Communication:** Mfg.: Satellite Tracking of People Brand/Model: BLUhome (Cellular)	STOP offers the Agency BLUband, our RF monitoring transceiver device, and BLUhome, our home-based monitoring receiver unit. There are two versions of BLUhome: one unit transmits monitoring data via the landline telephone service in the enrollee's home; the other transmits data via nationwide cellular telephone service. We identify these devices on our Price Worksheets. Our responses to these specifications are for BLUband and BLUhome. For additional information on our BLUband and BLUhome, including screenshots, please refer to Additional Information on Category 1 – Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service, which we submit as per Section 4.17 of the solicitation.
8.2	Equipment	The equipment manufacturer shall have an ISO 9001 certification.	STOP is the original equipment manufacturer (OEM) of BLUband, BLUhome and BLUscan. We design, engineer, manufacture, test, market and support this equipment ourselves. STOP manufactures all proposed equipment in an ISO 9001:2008-certified facility, located at our Houston, Texas, headquarters.
8.3	Equipment	The Vendor shall provide radio-frequency electronic monitoring equipment which shall be the most current and updated version of the Vendor's equipment. In addition, the Vendor must originally have purchased this equipment from the manufacturer. The Vendor's clients may have used the equipment as long as the Vendor was the original purchaser. All equipment must be clean and "like new" condition, damage free, and in acceptable operative order. Vendor shall identify any and all anticipated products/technologies/services scheduled for discontinuation and/or scheduled end-of-life that are anticipated during the initial term of the Contract.	STOP offers only the most current and proven version of any equipment, including BLUband, BLUhome and BLUscan. We control all aspects of manufacturing and quality assurance for all proposed equipment. All equipment, whether new or refurbished to a "like new" condition, must rigorous and comprehensive testing to ensure its functionality and reliability. We certify all equipment is clean, in like-new condition, damage-free and in proper working order. None of the proposed equipment is schedule for discontinuation or nearing the end of its life.

8.4	Equipment	Equipment must be specifically designed as a Radio Frequency (RF) system equipment and shall not be derivative components from another tracking system.	BLUband and BLUhome are specifically designed as RF monitoring system equipment. They do not use derivative components from another monitoring system. BLUscan is designed specifically for electronic monitoring, including GPS monitoring.
8.5	Equipment	System must use a body-attached bracelet (transmitter) and a stationary home-based unit (receiver) to monitor the presence/absence of the transmitter within a specified range of the receiver and report changes in status and tampering to the Monitoring Center through standard telephone lines or by cellular telephone service.	BLUband, our RF monitoring transceiver device, remains securely attached around the enrollee's ankle at all times throughout his or her term of supervision. It works with BLUhome, a home-based monitoring receiver unit, which detects BLUband's presence within the unit's RF signal range and reports an enrollee's enters and leaves and tampering to VeriTracks using the landline telephone service in the enrollee's home or nationwide digital cellular telephone service.
8.6	Equipment	Transmitters and Receivers shall be field replaceable and interchangeable without the need to return them to the Vendor.	BLUband and BLUhome are field replaceable and can be paired with any transceiver device or receiver unit in the Agency's on-site inventory. BLUband is especially conducive to field replacement since it does not require a programming device to initiate its operations.
8.7	Equipment	Installation process must be simple enough to be performed in the field by fully trained officers in less than 5 minutes. Describe such features to simplify Officer installation.	BLUband is easy to install. With minimal training, the supervising officer installs BLUband in a matter of minutes in the field or office. Measure the strap so it fits properly around the enrollee's ankle. Trim the strap, place it around the enrollee's ankle and fasten the device to the strap with the consumables. BLUband's strap is adjustable in length to fit around the ankle of nearly all enrollees. We provide longer straps for enrollees with larger-than-average ankles on request by the Agency. Once BLUband is properly installed, the supervising officer logs into VeriTracks to pair the device to a BLUhome unit. He or she then assigns them to the enrollee. BLUhome is placed in a central location of his or her home near a standard electrical outlet and telephone jack. This process takes about three minutes to complete.
8.8	Equipment	System must be designed with heightened emphasis on accuracy of RF signaling & speed of reporting. Describe unique design features that ensure accuracy and/or speed of reporting (Example: Use of 2-way radio transceivers instead of simple 1-way transmitter/receiver signaling).	BLUband is a transceiver, so it can communicate with BLUhome about the strength of the RF signal and make adjustments, which minimizes false enters and leaves. BluHome detects "noisy" environments and automatically switches to another noise-free channel. This reduces possible false enters and leaves. BluHome also continuously displays the strength of the RF signal on the LED screen. Four bars is the strongest signal level.

8.9	Equipment	The Vendor shall replace the radio-frequency electronic monitoring system with any future updated and improved version of Vendor's or manufacturer's radio-frequency electronic monitoring system on the request of the Agency and after successful field testing of the updated system.	STOP routinely enhances the functionality of our hardware and software based largely on customer feedback. This helps to ensure our system continues meeting the evolving needs of our customers. We offer all such enhancements as they become available. Whenever we enhance our hardware or software, we allow the Agency to conduct tests in the field prior to implementation. We also provide the Agency with release notes and/or new functionality training approximately two weeks prior to implementation.
8.10	Transmitter	Device must not pose a safety hazard or unduly restrict the activities of the participant. Must be light weight, small and water-resistant.	BLUband also does not pose a health or safety hazard to the enrollee or anyone who comes into contact with him or her. It does not unduly restrict the enrollee's movements. The enrollee can still take part in everyday activities, including driving, exercising and showering. BLUband is compact and lightweight, measuring 1.25" x 2.25" x 0.5" and weighs approximately 2 ounces.
8.11	Transmitter	The transmitter shall be encased in a water-resistant case that is corrosion resistant and impervious to chemical solvents and detergents.	BLUband's case is made of industrial-grade hypo-allergenic plastic. The device functions reliably in normal to extreme environmental and atmospheric conditions, including significant variations in operating and stored temperature (-10 to 140 degrees Fahrenheit) and operating and stored humidity (10 to 100 percent humidity). BLUband is waterproof to a depth of 50 feet. It is resistant to chemical solvents, corrosion, detergents, fire, shock and vibration.
8.12	Transmitter	The transmitter shall be designed to prevent tracing or duplication of its signal.	BLUband encrypts all data transmissions to BLUhome through its encrypted RF signal. BLUhome encrypts all data transmission to VeriTracks regardless of using the telephone service in the enrollee's home or nationwide digital phone service. The encryption technology prevents tracing or duplication by other electronic devices and equipment.
8.13	Transmitter	The transmitter shall have FCC approval for home use. Proposals should include the FCC approval number.	BLUband (#S5E-BB02158) is certified by the Federal Communications Commission.
8.14	Transmitter	The Vendor shall provide either multi-length or sizeable transmitter straps with replacements provided at no additional cost to the Agency. (May be required to supply up to 4 disposable type straps per unit per year).	STOP provides unlimited straps at no additional cost. The strap is adjustable in length to fit around the ankle of nearly all enrollees. We also provide longer straps for enrollees who have larger-thannormal ankles upon request at no additional cost.

8.15	Transmitter	The transmitter shall be easily installed on the Participant with minimal training and experience. Vendor shall specify the tools required and procedures to install the transmitter. The Vendor shall supply the tools and equipment necessary to install the transmitters and replace the transmitter straps, at no additional cost. At least one tool kit will be included for each 25 units in use.	BLUband is quickly and easily installed by supervising officer with minimal training. Installation of the device requires using the tools in the Officer Kit. Measure the strap so it fits properly around the enrollee's ankle. Trims the strap and place it around the enrollee's ankle and fasten the device to the strap with the consumables. Once BLUband is installed, the supervising officer logs into VeriTracks to assign the device to the enrollee. We provide the Agency with one Officer Kit per 10 enrollees at no additional cost.
8.16	Transmitter	Neither the transmitter, receiver, straps, fasteners nor clips, etc. used to install the transmitter shall be available to the general public.	BLUband and its consumables (strap, strap clips, u-clips and top caps), as well as BLUhome are not available to the general public.
8.17	Transmitter	At least seven (7) days prior to battery failure, the transmitter shall emit a low battery message to the Receiver and to the Monitoring Center, and shall be handled as a notifiable event.	At least 30 days before BLUband's battery loses power, the device reports a low battery alert notification to BLUhome, which transmits the notification to VeriTracks. Upon receipt, VeriTracks distributes the alert notification to the assigned supervising officer so he/she can arrange a time for replacement of the enrollee's BLUband device. We provide 30 days' rather than seven days' notice to give the supervising officer additional time to negotiate schedules and manage his/her time more effectively. If the Agency requires human intervention with this event, our Solutions Center Technicians can contact the assigned supervising officer based on the Agency's protocols. This manual Monitoring Center service is available for an additional cost.
8.18	Transmitter	The transmitter battery should have a minimum of two (2) year active life and a three (3) year shelf life.	BLUband's battery has a life expectancy of at least 24 months of continuous use. It has a shelf life expectancy of at least five years.
8.19	Transmitter	The transmitter shall feature multiple levels of tamper detection capable of detecting disassembly of the transmitter case and/or cutting or circumventing of the transmitter strap.	BLUband has multiple levels of tamper detection. It detects case tampers through a photo-optic sensor inside the case. If the enrollee cracks or breaks open the case, BLUband generates a tamper violation. It also detects strap tampers through a fiber optic cable lining the strap. If the enrollee cuts or stretches the strap, BLUband generates a tamper violation because the fiber optic cable could no longer complete the circuit.

8.20	Transmitter	The transmitter shall be capable of storing and/or recording a tamper event that occurs out-of- range of the Receiver or Mobile Receiver Unit when the transmitter returns within range of either. The tamper attempt shall be communicated along with a time/date stamp.	BLUband records and stores the occurrence of tampering to its case or strap when the enrollee is outside the RF signal range of BLUhome or BLUscan. Once the enrollee enters BLUhome's RF signal range, BLUband transmits the tamper occurrence. BLUhome immediately transmits the date and time of the enrollee's enter and the tamper event to VeriTracks using either the landline/digital telephone service in the enrollee's home or nationwide digital cellular telephone service.
8.21	Receiver	Receiver must be easily attached to participant's telephone and telephone outlet. If participant does not have a phone line, list your available options to provide cellular reporting. The total cost for RF service via landline and via cellular is to be listed on Price Sheets. Vendor shall provide toll free telephone lines for reporting purposes.	BLUhome is easy to install whether the unit transmits monitoring data using the landline/digital telephone service in the enrollee's home or nationwide digital cellular telephone service. Both versions are placed in a central location of the enrollee's home and in close proximity to a standard 110-volt electrical outlet. BLUhome should not be placed in a location where liquids may spill on it, such as the kitchen. The landline/digital version also needs to be placed in close proximity to a standard RJ-11 telephone jack. BLUhome transmits monitoring data to VeriTracks using an unlisted toll-free telephone number. The total costs for landline and cellular RF monitoring equipment and services are listed on our Price Worksheets, respectively.
8.22	Receiver	Each receiver shall be capable of simultaneously monitoring multiple transmitters, each with its own unique curfew schedule. Describe this capability including the number of transmitters each receiver can monitor. Also describe the specific steps necessary for an Officer to assign each transmitter to the receiver.	BLUhome is capable of simultaneously monitors up to 16 separate BLUband devices with each device having its own curfew schedule. Assigning multiple BLUband devices to a single BLUhome is a simple process. After the supervising officer installs BLUband around the enrollee's ankle, he/she logs into VeriTracks to assign the equipment to the enrollee. The supervising officer already has the serial number of the BLUhome unit, whether it is already assigned to at least one enrollee or not, and assigns it to the new enrollee. At that time, curfews are created and assigned to the enrollee, and the supervising officer explains the curfews to the enrollee.
8.23	Receiver	The Receiver shall have FCC approval for home use. Proposals must include the FCC approval number.	BLUhome (#S5EBH0107A) is certified by the Federal Communications Commission.
8.24	Receiver	In the event of power disconnect or commercial outage the receiver shall have a minimum of 48 hours internal, auto-recharging back-up battery to support complete continued functionality, including but not limited to detecting and reporting information.	BLUhome has an internal rechargeable backup battery that powers the unit for approximately 72 hours in the event of an electrical service interruption. While BLUhome receives power from the backup battery, it continues its normal operation, including detecting, recording and reporting violations and other events as long as telephone service remains intact.

8.25	Receiver	System must offer a secure means for the Officer to simply and rapidly perform a range test to confirm signal coverage between the transmitter and receiver in the participant's home. Describe the steps involved for an Officer to conduct a range test, including but not limited to steps involved, whether or not there is a need for monitoring center involvement, indications of signal reception and time required.	BLUhome's radio frequency range can be adjusted while in the enrollee's home by entering the password secure menu on the device. After successfully entering the password, the officer can enter the range adjustment setting within the BLUhome menu. The enrollee is instructed to walk around the residence to the maximum distance the officer allows. BLUhome registers this distance and upon exiting the menu setting, this range is set for the enrollee's specific residence. This setting is deleted after unenrolling the BLUhome unit. BLUscan, our mobile monitoring unit, can also be used by supervising officers in the field to quickly determine the RF range between BLUband and BLUhome. The BLUscan gives the signal strength of the BLUhome at points around the residence. This information can be used to adjust the range in VeriTracks.
8.26	Receiver	The Receiver shall record and report a tamper signal if the case is opened.	BLUhome detects, records and immediately reports unauthorized opening of the case to VeriTracks.
8.27	Receiver	System must be capable of varying the signal range between transmitter and receiver for each device to best match the risk of each participant and the signaling coverage in each participant's home. Identify the number of settings and general distances of the available range settings of your proposed RF system.	Supervising officers can create a custom RF signal range from five to 300 feet in approximately one-foot increments. This allows the Agency to vary the signal range between BLUband and BLUhome to match the enrollee's classification and risk level. It also ensures adequate coverage at the enrollee's home. There are also three available settings in VeriTracks to remotely set the range of the BLUhome.
8.28	Receiver	The Receiver shall perform internal diagnostics to determine if it is operating properly. These diagnostics shall be reported by the Receiver to the Monitoring Center computer and displayed in the event history.	With its internal diagnostics and tamper detection technology, BLUhome confirms its normal operations on a continuous basis and immediately detects, records and reports issues to VeriTracks. If no issues are reported, it is functioning properly.
8.29	Receiver	The Receiver shall continually attempt to dial into the Monitoring Center until it makes contact and downloads data or until power is disconnected or battery depleted.	Whenever BLUhome attempts to call into and report monitoring data to VeriTracks, the unit records the date and time of each attempt. If the first call, or report, is not successful, BLUhome continues calling into VeriTracks until it is completed successfully.

8.30	Receiver	A Leave Window count-down timer exists within all RF Receivers as a means of preventing false "Leave" events during short term signal loss while the transmitter is still in range. This Leave Window must be adjustable at the Agency's direction on a per unit/participant basis.	BLUhome's default grace period, or leave window, is adjustable by Agency request. This confidential information is shared with the Agency and, if needed, changed to meet its specifications during the Program Management phase of our Implementation/Transition Plan. If the Agency prefers a shorter or longer grace period, STOP can easily and quickly adjust the length to meet the need.
8.31	Receiver	A Reporting Window count-down timer exists within all RF systems as a means of regularly confirming that the Receiver is connected to the phone line and capable of reporting events (not disconnected from the phone line and unable to report, such as disconnected by a participant before leaving range). This Reporting Window must be adjustable at the Agency's direction on a per unit/participant basis.	BLUhome calls, or reports, into VeriTracks at least once every four hours to confirm it is functioning properly, regardless if the unit needs to transmit any monitoring data. If the Agency prefers to adjust the call-in frequency, STOP can easily and quickly make the adjustment to meet the Agency's needs and expectations. This adjustment is discussed during the Program Management phase of our Implementation/Transition Plan.
8.32	Receiver	The Receiver shall detect and report events related to disconnect and reconnect of the electrical power and telephone line.	BLUhome detects, records and reports electrical and telephone service interruptions. If electrical service is interrupted, the unit records the start date and time and immediately transmits an event notification to VeriTracks. It repeats the process when service is restored. BLUhome's backup battery powers the unit for 72 hours should an interruption in electrical service occur. If telephone service is interrupted, BLUhome records the start date and time and stores the information until service is restored. Once restored, BLUhome reports the start and end date and time of the service interruption and restoration to VeriTracks.
8.33	Receiver	The Receiver should detect and report movement and be able to differentiate momentary (such as cleaning around the Receiver) versus perpetual movement (such as relocation).	BLUhome detects, records and immediately reports unauthorized movement. It records and reports the date and time of the unauthorized movement as well. Its internal circuitry can differentiate between accidental versus intentional movement. The Agency can direct further adjustments to the reporting should they be needed at any time during the life of the contract.
8.34	Receiver	The Receiver should incorporate at least a 1000 event non-volatile memory to store events (with date and time of occurrence) at times when the phone line is not available and continually attempt to report them until reporting has been successful.	In the event of a telephone service interruption or loss of communication with VeriTracks, BLUhome's built-in, non-volatile memory stores the equivalent of 10,000 RF events. BLUhome continues to call, or report, into VeriTracks when telephone service is interrupted, as described in Item 8.29.
8.35	Receiver	The Receiver must allow use with any brand or make of telephone line including touch tone, broadband, and DSL and VoIP.	BLUhome is compatible with any landline or digital telephone service. We can make adjustments to the unit to ensure proper communication with VoIP technology.

8.36	Receiver	The Receiver shall be able to receive and record any Participant status change, such as when the Participant entered or left the residence, as well as the working condition and tamper status of the Receiver and the transmitter. The Receiver shall have the ability to record the actual time of occurrence.	BLUband emits an encrypted RF signal received by BLUhome. It is through this signal that BLUhome receives information about BLUband, such as when the enrollee entered or left his/her home or tampered with the transceiver. BLUband also transmits its battery condition and overall health to BLUhome. Whenever BLUhome receives monitoring data, it records the date and time and immediately calls, or reports, into VeriTracks. BLUhome also reports on its own health, tampering and electrical and telephone service interruptions. Each event BLUhome reports into VeriTracks is date and time stamped.
8.37	Receiver	The Receiver shall communicate the Participant's status to the Monitoring Center Computer immediately (within one minute) in the event of curfew violations (at expiration of leave window) (including the transmitter returning within range) or transmitter tampers.	Whenever the enrollee enters or leaves his/her home, BLUhome immediately calls, or reports, into VeriTracks the date and time of the event (leave and enters). If the enrollee leaves BLUhome's RF signal range during a curfew schedule, BLUhome records the date and time of the leave and immediately calls, or reports, the violation to VeriTracks. The curfew is stored on BLUhome and transmits any violations of this schedule to VeriTracks. BLUhome also receives, records and reports tampering to itself and BLUband. BLUhome records the date and time of the tamper if it occurs to itself or BLUband while in BLUhome's RF signal range. If tampering with BLUband occurs outside of BLUhome's RF signal range, BLUhome records and reports the date and time when BLUband entered the RF signal range.
8.38	Receiver	The Receiver shall notify the Monitoring Center within one (1) minute of any tamper attempts to the Receiver itself as well as AC power source problems or disconnects. In the event of a telephone line disconnect, the Receiver shall notify the Monitoring Center of stored messages within one (1) minute of restoration of telephone service. All messages shall be time and date stamped with actual time of occurrence.	BLUhome detects, records and immediately reports unauthorized opening of its case or movement to another location or telephone number to VeriTracks, which distributes the notification to the assigned supervising officer and any other designated recipients within one minute of the actual event according to their preferred method of receipt – email, fax, page or text message. BLUhome also detects, records and reports electrical and telephone service interruptions. If the electrical service is interrupted, the unit records the date and time the outage started and immediately transmit, or report, a notification to VeriTracks. It also immediately transmits a date-and time-stamped notification when service is restored. During an electrical service outage, BLUhome operates using its backup battery, which powers the unit for approximately 72 hours. If the telephone service is interrupted, BLUhome records the date and time when the interruption started and stores incoming monitoring data in its

			builtin, non-volatile memory until service is restored. When service is restored, it immediately transmits the end date and time to VeriTracks along with all data stored in its memory. VeriTracks distributes the notification to the assigned supervising officer and any other designated recipients within one minute of the restoration of service according to their preferred method of receipt – email, fax, page or text message.
9.0	**SECTION I Equipment**		
Item	**Function**	**Description**	**Describe how Vendor passes, meets or exceeds**
9.1	Equipment Inventory/Supplies	Deleted	
9.2	Equipment Inventory/Supplies	At no additional cost to the Agency the Vendor shall supply replacements for lost, stolen and damaged equipment equal to five (5%) percent of the Agency's active units for offenders on an annualized basis. Detail cost to agency of each piece of equipment should payment be required.	STOP absorbs the cost of replacing lost, stolen or damaged equipment at a rate equivalent to five percent of the Agency's annual active usage (meaning the equipment is installed on the enrollee or in his/her home). If more than five percent of the Agency's active equipment usage is lost, stolen or damaged, the Agency reimburses STOP for the cost of replacing unrecoverable equipment. Replacement costs for all proposed equipment are listed on our Price Worksheets.
9.3	Equipment Inventory/Supplies	The Vendor shall provide and maintain a backup/replacement inventory of monitoring units up to fifteen percent (15%) of the actual number of units in use with Agency under this contract at no additional cost. The Agency shall not pay the Vendor an inventory fee, storage fee, installation equipment fee or another fee related to inventory units and equipment. The Agency shall only be obligated to pay the per-day activated unit rate as set forth in the Contract.	STOP does not charge the Agency a fee of any kind for its on-site inventory of equipment during the life of the contract. Most of our customers maintain an on-site inventory of equipment at a rate equivalent to 10 to 20 percent of its active equipment (meaning equipment installed on an enrollee or his/her home). STOP acknowledges and accepts the minimum on-site inventory to be at least 15 percent of the Agency's active equipment for this contract and will not charge the Agency a fee of any kind for its on-site inventory of equipment during the life of the contract.

9.4	Equipment Inventory/Supplies	The Vendor shall ship equipment within three (3) business days or, if spare inventory has been depleted, within 24 hours of receipt of order. In the event any equipment becomes inoperative due to a malfunction or through normal use, the Vendor shall incur all replacement costs and repairs. The Vendor shall provide the Agency with replacement equipment within five (5) business days or, if spare inventory has been depleted, within 24 hours of receipt of order. The Vendor shall pay all costs associated with shipping (both delivery and return) of all equipment and supplies.	We process and ship equipment orders within 24 hours of receipt, Monday through Friday, between the hours of 8 a.m. and 3 p.m. Central Time. In the event of equipment issues requiring repair or replacement, the supervising officer retrieves the device, exchanges it with a replacement device from the Agency's inventory of spare equipment and returns the original device to STOP. Supervising officers contact our Solutions Center via email or toll-free telephone or fax to order a shipping label for returned equipment or order equipment for the Agency's on-site inventory. We absorb all costs for maintenance and repair as well as all shipping costs to and from the Agency. All orders are shipped by UPS two-day service, except in the event of emergency orders, which are shipped overnight for next business day delivery.
10.0	**CATEGORY 1 – RADIO FREQUENCY (RF) RANDOM/SCHEDULED TRACKING SERVICE**		
Item	**Function**	**Description**	**Describe how Vendor passes, meets or exceeds**
10.1	Random Tracking	The tracking system should provide random location verification of the participant in multiple locations such as home, work, school, and treatment by a telephone or alert device.	ShadowTrack is a voice verification system, which provides random location verification of the enrollee at multiple designated locations, such as home, work, school, etc. It uses voice biometric technology to verify the enrollee's identity and caller identification to confirm the enrollee's presence at a designated location.
10.2	Random Tracking	The tracking systems, at a minimum should track the participant randomly and on a scheduled basis while at home and away. It should be capable of:	ShadowTrack confirms the enrollee's presence at multiple designated locations, such as home, work, school, approved visits, etc., on a random, scheduled and/or on-demand basis. The system works in two ways: a) ShadowTrack calls the enrollee at the designated location and verifies the enrollee's identity when he or she answers the call and b) the enrollee calls into the system via toll-free number from a pre-approved telephone number, verifies the caller's identity using voice biometrics and confirms he/she is at the approved location at the designated time.
10.3	Random Tracking	a. Accurately verifying the presence of the participant/unit.	a) ShadowTrack uses voice biometrics to verify the enrollee's identity. During enrollment, the enrollee provides a baseline recording of his or her voice and the system compares all voice verifications to this baseline. The system is effective because every voice has a unique sound based on a combination of features, including the size and shape of the enrollee's vocal chords, larynx, mouth, tongue and lips.

			For additional identity verification and security, ShadowTrack has an automated interview feature that calls the enrollee and solicits his/her answers to a series of customizable questions. Afterwards, it emails an electronic case file to the supervising officer with all questions and answers and room for additional case notes.
10.4	Random Tracking	b. Confirming the location/phone number of the participant/unit.	b) ShadowTrack uses Caller ID to confirm the enrollee's telephone number. For additional location confirmation and security, the system has an automated feature that asks the enrollee to call back into the system after the initial call.
10.5	Random Tracking	c. Verifying the time of the random/schedule event.	c) ShadowTrack date and time stamps and digitally records all voice verification events. Recordings can be replayed at any time.
10.6	Random Tracking	d. Performing both random and scheduled contacts at predetermined locations and times.	d) ShadowTrack confirms an enrollee is at a required or preapproved location using voice biometrics technology. The system is programmable to confirm an enrollee's location on a random, scheduled and/or on-demand basis.
10.7	Random Tracking	The average number of tracking contacts (for both Random and Scheduled) shall be five (5) contacts per participant per day. The actual number utilized post-award may vary per participant depending on the level of supervision required. The unit/day pricing for tracking shall be inclusive of, but not limited to: all participant enrollment, tracking contacts, data changes, and participant termination. One (1) completed contact shall collectively include all of the following:	ShadowTrack can confirm the location of an enrollee five times per day, regardless of whether ShadowTrack or the enrollee initiates the call. The number of calls ShadowTrack makes or the enrollee makes into the application is customizable depending on the level of supervision the enrollee requires. Our pricing for ShadowTrack includes the Internet-based system, enrollment/unenrollment of enrollees and all related costs, including long distance charges. However, the enrollee must have landline telephone service. Pricing for each call above the standard rate of five calls per day is listed on our completed price sheet. Each complete contact includes the following:
10.8	Random Tracking	a. Any Vendor activity required generating a participant alarm soliciting the participant to report.	During enrollment, the supervising officer creates the enrollee's calling schedule, including the telephone number(s) to which ShadowTrack calls and those from which the enrollee calls and the time of scheduled calls and the number of random calls. He or she can also establish a time when no calls occur. In addition, ShadowTrack can be programmed to require the enrollee to call back into the system after successful voice verification.
10.9	Random Tracking	b. Participant's response to the alarm to confirm compliance.	ShadowTrack works in two ways: a) the system calls the enrollee at the designated location either at a specified time or on a random basis during a designated block of time and verifies the enrollee's identity when he or she answers the call and b) the enrollee calls into the system using a toll-free number from a preapproved

			telephone number and it verifies his/her identity. ShadowTrack date and time stamps and digitally records all voice verification events. Recordings can be replayed at any time.
10.10	Random Tracking	c. The exchange of tracking information (including enrollment, data changes, monitoring/tracking reports and terminations) between the Officers and the Vendors Monitoring Center shall occur via secure, real-time access by using Agency's existing computer/internet access.	ShadowTrack receives, stores and distributes current and historical voice verification data. The system is accessible 24 hours a day, 365 days a year using any computer with a high speed Internet connection. Only authorized Agency personnel can access the application through a secure, real-time Internet connection. ShadowTrack automatically transmits alert notifications to the supervising officer via email. The supervising officer can also generate a variety of reports.
10.11	Random Tracking	The system should have the ability to randomly contact/alert the participant through a reliable form of notification and must continue to alert the participant until they respond. Conventional pager coverage throughout some areas is inconsistent and unreliable. Therefore, pagers alone are not acceptable for alerting participants. Vendors are to describe in detail their method of contracting/alerting participants.	ShadowTrack calls the enrollee on a random, scheduled and/or on-demand basis. It records and reports all missed calls. The supervising officer can configure the system to continue calling the enrollee until he/she responds. All inbound and outbound calls are completed on landline telephone service.
10.12	Random Tracking	The tracking system should enable the Officer to set an optional quiet period when no alarms occur. The system should automatically randomize the number of alarms and the times alarms occur from day to day and not require regular Officer grooming of calling schedules.	ShadowTrack calls the enrollee on a random, scheduled and/or on-demand basis. The system automatically randomizes the number and time of random calls from day to day. It also automatically calls the enrollee according to the schedule the supervising officer establishes during enrollment. After enrollment, the supervising officer does not need to log back into ShadowTrack to configure the enrollee's calling schedule, unless a change in the enrollee's schedule is needed. The supervising officer can also establish a block of time when no calls occur, such as between 10 p.m. and 6 a.m.
10.13	Random Tracking	The participant should be required to respond to the alert by answering the call from or, calling the toll free number of the Vendor's Monitoring Center. During the participants call, unit/participant identity shall be positively identified to the Monitoring Center by a highly accurate method of positive communication. Vendors are to describe in detail their method of verifying unit/ participant identity.	ShadowTrack works in two ways: a) the system calls the enrollee at the designated location and verifies the enrollee's identity when he or she answers the call and b) the enrollee calls into the system via toll-free number from a pre-approved telephone number and it verifies his/her identity. The system uses voice biometrics to verify the enrollee's identity. During enrollment, the enrollee provides a baseline recording of his or her voice and the system compares all voice verifications to this baseline. It is effective because every voice has a unique sound based on a combination of features, including the size and

			shape of the enrollee's vocal chords, larynx, mouth, tongue and lips. For additional identity verification and security, ShadowTrack has an automated interview feature that calls the enrollee and solicits his/her answers to a series of customizable questions.
10.14	Random Tracking	The verification process should also confirm the participant's location via the use of Caller ID/Automatic telephone Number Identification whereby, the computer will compare each telephone number the participant calls from against a listing of approved telephone numbers provided by the Officer at enrollment.	ShadowTrack uses Caller ID to confirm the enrollee's telephone number. For additional location confirmation and security, the system has an automated feature requiring the enrollee to call back into the system after the initial call regardless if the enrollee's identity is positively confirmed or not during the first call.
10.15	Random Tracking	For participants where Caller ID/Automatic telephone number identifications does not operate, the tracking system should automatically request the telephone number from the participant, hang up, and then call the participant back at that number for verification. Vendors are to describe in detail how their system accomplishes this function.	ShadowTrack has never had a situation where Caller ID or Automatic number identification (ANI) does not operate. The system does not accept blocked calls. ShadowTrack offers an option to call back the enrollee automatically after each call or at random. In addition, if the enrollee is using a cellular telephone, the system has the ability to ping the location and determine if the enrollee is in their authorized geographic location.
10.16	Random Tracking	The system should be able to identify and differentiate between compliant responses, missed responses, late responses, system tampering/fraud, and unauthorized locations. The system must provide all unauthorized telephone numbers for Officer investigation.	ShadowTrack identifies and differentiates between compliant and non-compliant voice verifications. The system also identifies and differentiates between missed calls, late calls, unauthorized calls and tampering. It provides telephone numbers from unauthorized calls for investigation. ShadowTrack receives, stores and distributes current and historical voice verification data. The system automatically transmits alert notifications to the supervising officer via email. It also generates a variety of reports.
10.17	Random Tracking	Describe ability to initiate contacts at both random and scheduled intervals (up to 5 contacts per day).	ShadowTrack verifies the enrollee's identity and confirms his/her presence at multiple designated locations on a random, scheduled and/or on-demand basis. STOP's pricing is based on the standard rate of five calls per enrollee per day. We also include pricing for each call above the standard rate.
10.18	Random Tracking	Describe ability for agency initiated calls (up to 5 contacts per day).	For agency-initiated calls, the system calls the enrollee at the designated location and verifies the enrollee's identity when he or she answers the call. STOP provides pricing based on the standard rate of five calls per enrollee per day, regardless of whether ShadowTrack or the enrollee initiates the call. We also include pricing for each call above the standard rate.

10.19	Random Tracking	Describe ability for offender to initiate contact at both random and scheduled intervals (up to 5 contacts per day.)	For enrollee-initiated calls, the enrollee calls into ShadowTrack via toll-free number from a pre-approved telephone number and the system verifies his/her identity. STOP provides pricing based on the standard rate of five calls per enrollee per day, regardless of whether ShadowTrack or the enrollee initiates the call. We also include pricing for each call above the standard rate.
11.0	**CATEGORY 1 – RADIO FREQUENCY (RF) MOBILE (DRIVE BY) RECEIVER SPECIFICATIONS**		
Item	**Function**	**Description**	**Describe how Vendor passes, meets or exceeds**
11.1	Mobile Receiver	Deleted.	
11.2	Mobile Receiver	Deleted.	
11.3	Mobile Receiver	The Mobile Receiver should contain a multi-directional antenna with connector or an internal antenna, as well as a multi-directional antenna with a magnetic roof mount.	BLUscan allows supervising officers to monitor enrollees in the field without making visual contact. Its multi-directional external antenna with connector has a scanning range of 300 feet. The supervising officer can boost the range with an optional multidirectional antenna with a magnetic roof mount.
11.4	Mobile Receiver	The Mobile Receiver should operate from an internal rechargeable battery for a minimum of 10 hours on a single charge and also be powered from both a vehicles cigarette lighter and 110 VAC	BLUscan receives power from its internal rechargeable battery, which provides power for at least 72 hours on a single charge. It also receives power from a standard 110-volt AC electrical outlet or a vehicle’s cigarette lighter receptacle.
11.5	Mobile Receiver	The Mobile Receiver should receive transmitter events indicating the date, time, Participant's presence, tamper status and low battery.	BLUscan confirms the presence of up to 16 enrollees wearing BLUband within range. It receives and records the following events from BLUband on a continuous or as-needed basis: distance to device, low battery events and tamper violations.
11.6	Mobile Receiver	The Mobile Receiver should provide prompts to the officer on transmitter ID number & tamper status. Vendor's proposal is to include a detailed listing of each prompt, its related cause, and describe how each is delivered to the Officer.	BLUscan's Main Menu prompts the supervising officer to choose one of three modes: Monitor, Logging or Options. In Monitor mode, BLUscan scans for up to 16 BLUband devices at one time within its 300-foot scanning range. When it recognizes a BLUband device, it receives and displays but does not store monitoring data. BLUscan prompts to the supervising officer on the device type and identification number, date and time of last received data, approximate distance to BLUscan and BLUband’s status (i.e. events). BLUscan displays the following events: BLUband case and strap tampers, BLUband low battery. If there are no open events, BLUscan displays the message, "Status OK." In Logging mode, BLUscan receives, displays and stores monitoring data on a continuous basis for up to 16 BLUband

			devices at one time within its monitoring range. The supervising officer can pause and resume logging at any time. In Options mode, the supervising officer adjusts the device's settings (e.g. set time and contrast, etc.).
11.7	Mobile Receiver	The Mobile Receiver should be equipped with a 500 event non-volatile memory that will time and date stamp the last 500 transmission signals. The information should also be downloadable to other computers. Describe your download capabilities.	BLUscan's built-in, non-volatile memory stores up to 5,000 dateand time-stamped events. The supervising officer downloads the recorded monitoring data in BLUscan's memory to a personal computer using a USB-to-serial adapter cable. Downloading data from BLUscan to a personal computer requires the installation of BLUscan software.
11.8	Mobile Receiver	The Mobile Receiver should have a charge indicator.	BLUscan has a charge indicator. When the device is plugged into a standard 110-volt AC electrical outlet or a vehicle's cigarette lighter receptacle, the charge indicator loops progressively to confirm the battery is being recharged.
11.9	Mobile Receiver	The Mobile Receiver should have a battery level charge indicator.	BLUscan has a battery charge indicator showing the current battery charge level.
11.10	Mobile Receiver	The Mobile Receiver should have a power on/off switch.	BLUscan has a power button. To turn it on or off, the supervising officer presses the button and holds it down for three seconds.
12.0	**CATEGORY 1 – RADIO FREQUENCY (RF) ELECTRONIC MONITORING SERVICE – OPTIONAL VENDOR PROVIDED OFFENDER SERVICES**		
Item	**Description**		**Describe how Vendor passes, meets or exceeds**
12.1	Vendor may offer and provide the following optional services/program for juvenile and adult Participants. Vendor should be experienced in and capable of delivering these services on a local, state, regional, and/or nationwide basis. Vendor shall be capable of providing staff to implement this program and may recoup the costs for their services directly from the Agency and/or Participant. Services and charges for those monitoring services may be negotiated based on each Agency's needs and may include any/all of the following services. Describe your company's experience, capabilities and resources to deploy each of these services.		STOP offers a variety of optional services for agencies and their adult and juvenile populations. We work with each Agency to ensure our services promote the Agency's mission and increase its success in maintaining offender accountability. Because we believe in creating economic opportunities in local communities, we work with local independent service providers who can more easily provide certain services and have existing infrastructure to do so. Some Preferred Optional Services will be performed by our nationwide network of local independent service providers.

12.2	Vendor should provide an Offender Funded Program for its Radio Frequency (RF) electronic monitoring equipment and services (including any optional Vendor provided offender services). The Vendor should assess the specified fee(s) to the offender and shall collect such fee(s) directly from the offender. Vendor should describe its program of fee assessment and collection and identify its charges for this program on the price sheet.	STOP currently operates several enrollee-funded RF monitoring programs and enrollees submit their payments directly to us. The population of the programs is adults and consists of a flat daily rate all enrollees are required to pay. However, we can develop sliding-scale fees for enrollees with limited financial means to pay for RF monitoring. We have an enrollee collections department that contacts enrollees who are not current with paying their monitoring fee. For those experiencing financial hardship, we work with them and set up a reduced monthly payment schedule, which extends the amount of time the enrollee has to pay his/her monitoring fees. We report at least on a monthly basis to the contract Agency the number of enrollees current on their monitoring fees, those who are behind and those with whom we have worked out a payment plan. We work with each Agency to create an enrollee-funded monitoring program that allows flexibility to the Agency and enrollee, while providing a reasonable profit.
12.3	Agency will maintain its own computers, software, and internet service for exchanging information.	We maintain all hardware, software and services related to the provision of optional services.
12.4	The Agency will maintain complete responsibility for program management services not specifically listed.	STOP assumes complete responsibility for all services.
12.5	The Agency will be responsible for all referrals of all new offenders to the program.	We accept new referrals upon request by the Agency.
12.6	Prior to any referral the Agency will ensure that the offender has a home phone or identifies the need of a cellular service monitoring unit.	The Agency ensures the enrollee has a landline telephone service. If the enrollee does not have such service, the Agency notifies us of the need for cellular-based monitoring equipment.
12.7	Offenders should have an ability to pay for enrollment and services provided by the Vendor.	The enrollee should be able to pay for all equipment and services. If necessary, we can work with the Agency to develop a sliding scale for enrollees with limited financial means.
12.8	Vendor will make arrangements to create a fee payment assessment whereby the cost of the program to offenders will be set on a mutually agreed upon schedule based on monthly earnings of an offender.	STOP works closely with the Agency to establish a sliding-scale fee for RF monitoring equipment and service that is appropriate for the local area's wages.
12.9	Offenders will be responsible for the cost of lost, damaged, or stolen equipment.	STOP invoices enrollees for equipment they lose or damage, as well as if they abscond.
12.10	**The Vendor should provide limited case management services to include:**	STOP works with our nationwide network of local independent service providers to provide case management services, including:

12.11	a. Work/school verification	a) With our local independent service providers, we verify any given enrollee's attendance at work or school if the Agency requires in-person verification. We also work with service providers if the Agency requires enrollees to submit written documentation of their attendance at work or school.
12.12	b. Schedule entry/management	b) Our dual-purpose Solutions Center Technicians have the ability to adjust curfews when requested by supervising officers. If we are working with an independent local service provider, its staff members have this ability to adjust curfews when requested by supervising officers.
12.13	c. Collateral office visits to review compliance, adjust schedules, collect fee(s).	c) With our local independent service providers, we provide inperson visits since many times they are already handling such matters for their own customers. Our service providers meet with enrollees to review their compliance, adjust schedules and/or to collect documentation and/or fees.
12.14	d. Participant initial contact	d) We have the capability and depth of knowledge and experience to make initial contact with an enrollee, but depending on the location, we may subcontract this service to one of our local independent service providers.
12.15	e. Participant orientation	e) We have the capability and depth of knowledge and experience to conduct enrollee orientation, but depending on the location, we may subcontract this service to one of our local independent service providers.
12.16	f. Activate and install devices on offenders/participants.	f) We have the capability and depth of knowledge and experience to install and activate equipment on enrollees, but depending on the location, we may subcontract this service to one of our local independent service providers.
12.17	g. Monitoring of Participant with notification to Officer of violation by automated and non-automated methods.	g) Our dual-purpose Solutions Center Technicians provide Monitoring Center services to many of customers. While VeriTracks, our cloud-based monitoring application, distributes automated notifications to assigned supervising officers, our Technicians manually notify supervising officers of events. Our flexible Monitoring Center service allows Agency to customize the service to meet its needs. If the Agency needs the service only during overnight, weekends and holidays, we can accommodate the need. If the Agency needs the Monitoring Center service for only certain events, such as low battery conditions or tampers, we can meet the need. We currently provide Monitoring Center

		services for a variety of scenarios and have the ability to meet the needs of many agencies.
12.18	h. Field Service Calls/ Maintenance of equipment	h) We have the capability and depth of knowledge and experience to conduct field service calls or maintain equipment in the field, but depending on the location, we may subcontract this service to one of our local independent service providers.
12.19	i. Optional mobile spot check of Participant	i) While we have the capability and depth of knowledge and experience to spot-check enrollees in designated locations, we would subcontract this service to one of our local independent service providers.

Additional Information on Category 1 – Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service

As per Section 4.17 of WSCA's solicitation, we submit the following information on BLUband, our proposed RF monitoring device; BLUhome, our proposed home-based monitoring unit; and VeriTracks, our proposed cloud-based monitoring application.

BLUband: RF Monitoring Device

BLUband is an inconspicuous RF transceiver monitoring device, which installs without the use of a programming bracelet and remains securely attached around the enrollee's ankle at all times during his or her enrollment in the Agency's monitoring program.

BLUband does not require the use of a programming bracelet for activation. Because BLUband is a transceiver, it can communicate with BLUhome about the strength of the RF signal and make adjustments as needed.

- BLUband is a transceiver, so it can communicate with BLUhome about RF signal strength and make adjustments to minimize false enters and leaves.
- BLUband's non-rechargeable battery provides at least 24 months of continuous use before it is scheduled for replacement.
- BLUband detects, records and reports case and strap tampers. It does so immediately when the enrollee is inside BLUhome's RF signal range. When the enrollee is outside BLUhome's RF signal range, it reports them when the enrollee reenters the signal range.

BLUband interfaces with BLUhome, a home-based monitoring unit, which records the date and time when the enrollee enters and leaves home.

BLUhome: Home-Based Monitoring Unit

BLUhome is a home-based monitoring unit that is placed in the enrollee's home. It interfaces with BLUband and transmits monitoring data to VeriTracks via the landline telephone service in the enrollee's home or nationwide cellular telephone service.

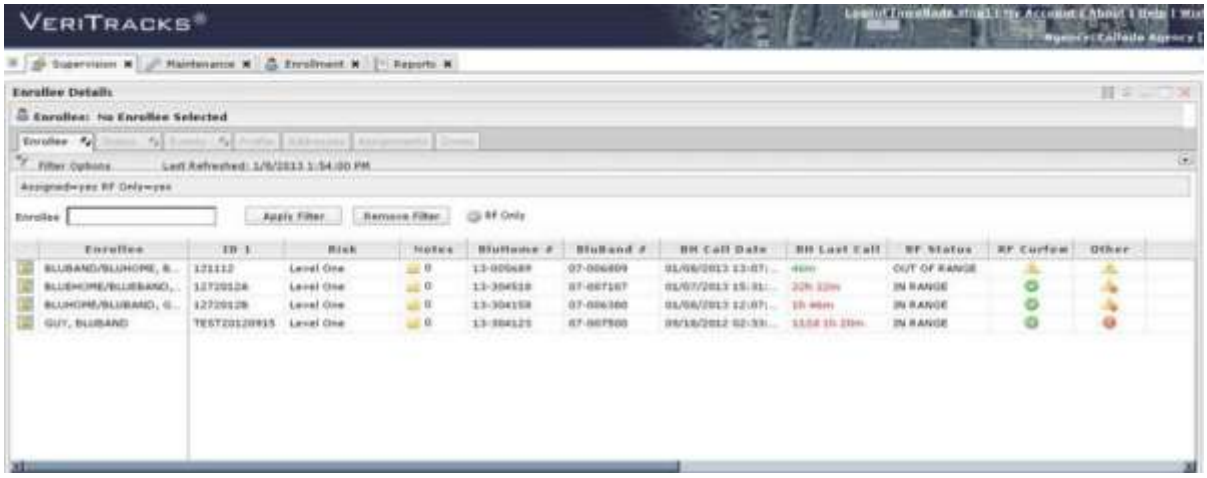
- BLUhome has three default RF signal ranges of small (100 feet), medium (200 feet) and large (300 feet). The RF signal range can also be manually configured from five to 300 feet in approximately one-foot increments of approximately one foot.
- BLUhome incorporates an enhanced receiver that searches the RF signal on a continuous basis for the clearest channel, which reduces signal noise that can cause false enters and leaves.
- BLUhome has a rechargeable backup battery that provides power for approximately 72 hours in the event of an electrical service interruption.

- BLUhome also has a built-in, non-volatile memory that stores at least 10 days of monitoring data in the event of a telephone service interruption or loss of communication with VeriTracks.
- When service is restored, it immediately transmits all data in memory, including an event notification with the interruption's start and end dates and times, to VeriTracks.
- BLUhome detects, records and immediately reports unauthorized movement and lid opening.

BLUhome's receiver continuously searched the RF signal for the clearest channel, which minimizes false enters and leaves.

VeriTracks: Cloud-Based Monitoring Application

VeriTracks is our secure and reliable cloud-based monitoring application, which receives, stores and distributes date- and time-stamped monitoring data from BLUhome on a continuous basis via the landline telephone service in the enrollee's home or nationwide cellular telephone service. It is accessible 24 hours a day, 365 days a year to authorized Agency personnel from any computer with a high-speed Internet connection.



VeriTracks receives, stores and distributes RF monitoring data 24 hours a day, 365 days a year. The Enrollee Dashboard allows the supervising officer to view his/her caseload.

While logged into VeriTracks, authorized Agency personnel are able to manage inventory; create, modify and view enrollee information; enroll and unenroll enrollees; assign equipment; create, modify, view and assign curfews; review monitoring data; and generate, download and print reports. VeriTracks also generates automated event notifications and reports and distributes them to designated recipients according to their preferred schedule and method of receipt – email, fax, page and/or text message.

VeriTracks: Curfews

The supervising officer can create a customized curfew for every enrollee in his or her caseload. When the supervising officer needs to make a one-time change in an enrollee's curfew, he or she simply inserts the exception into the schedule. Once the exception passes, VeriTracks automatically reverts to the standard curfew.

The supervising officer can view curfews by the week or month.

VeriTracks: Event Notifications

VeriTracks distributes automated event notifications to the assigned supervising officer and any other designated recipients according to their preferred schedule and method of receipt – email, fax, page and/or text message.

VeriTracks transmits event notifications by email, fax, page or text message. The example above is an email notification of a strap tamper violation.

VeriTracks: Reports

VeriTracks has a robust reporting capability that meets and exceeds the Agency's need for information and evidence-based practices documentation with more than 240 reports, which contain near real-time monitoring data when generated. While logged into VeriTracks, authorized Agency personnel can generate reports containing near real-time data on a manual basis. VeriTracks can also generate and distribute reports on an automated basis. It automatically stores all generated reports for future reference. Reports can be printed and saved in a variety of formats – Adobe Reader (.pdf), comma-separated values (.csv), Microsoft Excel (.xls) and Microsoft Word (.doc). Upon request, the Agency's program manager can restrict access to management-related reports. If the Agency has additional reporting needs, our report writers can develop and implement custom reports. Most of the 240 reports in VeriTracks were originally developed and implemented as custom reports. Once the Agency approves the report's format, we add the report to VeriTracks.

Satellite Tracking of People LLC

Enrollee Event Report

Agency: [redacted]
Agent: [redacted]
Enrollee: [redacted]
Enrollment Dates - Begin: [redacted]

Events

ID	Event	Event Name	Zone Name	Start	Stop	Confirm
Status						
827921	+MTPR	MASTER TAMPER		12/11/2012 13:55:42	12/18/2012 11:58:30	12/18/2012 11:58-demo
Notes:	ok - demo					
827921	+MTPR	MASTER TAMPER		12/11/2012 13:55:42	12/18/2012 11:58:30	12/18/2012 11:58-demo
Notes:	Fixed strap - demo					
827921	+ENTBH	ENTER(BLUHOME)		12/11/2012 13:55:43	12/11/2012 18:54:18	n/a
828531	+BHSCH	BLUHOME CURFEW START		12/11/2012 18:00:00	12/12/2012 09:00:00	n/a
828811	+ENTBH	ENTER(BLUHOME)		12/11/2012 19:04:32	12/12/2012 09:05:24	n/a
830751	+BHSCH	BLUHOME CURFEW START		12/12/2012 18:00:00	12/13/2012 09:00:00	n/a
830891	+ENTBH	ENTER(BLUHOME)		12/12/2012 18:45:04	12/13/2012 09:08:48	n/a
833351	+BHSCH	BLUHOME CURFEW START		12/13/2012 18:00:00	12/14/2012 09:00:00	n/a
833461	+ENTBH	ENTER(BLUHOME)		12/13/2012 18:38:24	12/14/2012 09:11:31	n/a
835191	+BHSCH	BLUHOME CURFEW START		12/14/2012 18:00:00	12/17/2012 09:00:00	12/18/2012 12:00-demo
835431	+ENTBH	ENTER(BLUHOME)		12/14/2012 21:46:27	12/17/2012 09:03:59	12/18/2012 12:00-demo
838921	+BHSCH	BLUHOME CURFEW START		12/17/2012 18:00:00	12/18/2012 09:00:00	12/18/2012 12:01-demo
839001	+ENTBH	ENTER(BLUHOME)		12/17/2012 18:41:35	12/18/2012 09:10:42	12/18/2012 12:01-demo
840461	+BHSCH	BLUHOME CURFEW START		12/18/2012 18:00:00	12/19/2012 09:00:00	n/a

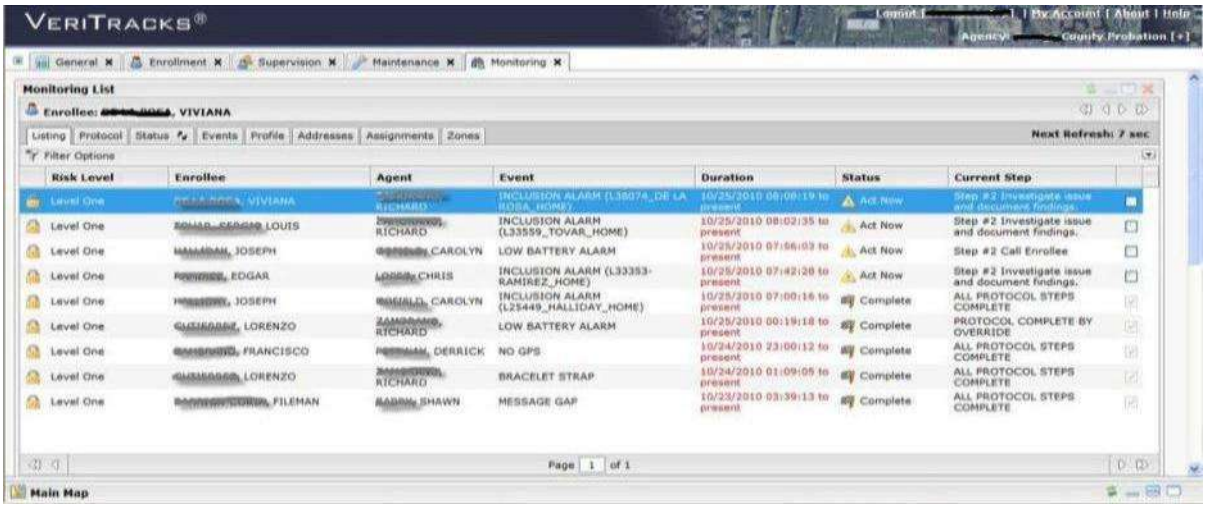
The Enrollee Event Report is a common VeriTracks report. It lists all events (i.e. alarms, alerts) for a specified enrollee.

Solutions Center

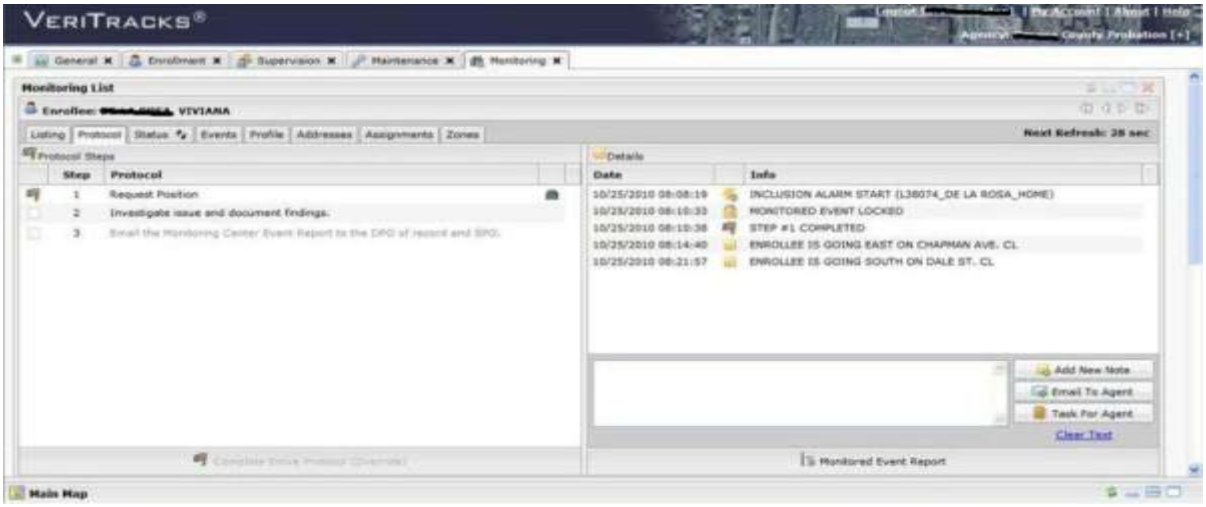
STOP's dual-purpose Solutions Center provides help desk/technical support and Monitoring Center services 24 hours a day, 365 days a year. It is located in Houston, Texas, and staffed by knowledgeable and experienced STOP employees. When the supervising officer needs help desk/technical support, he or she contacts the Solutions Center by email or toll-free telephone or fax. Solutions Center Technicians respond to all types of requests, from answering technical questions to leading one-on-one mini-training sessions. They provide assistance with all aspects of our monitoring system, including how to use all hardware and software; understand monitoring data; interpret maps, notifications and reports; determine the current location of enrollees; and troubleshoot issues. If necessary, they use GoToMeeting® to demonstrate specific tasks online.

The Solutions Center also provides completely customizable Monitoring Center services 24 hours a day, 365 days a year. Using the Monitoring Center widget, Solutions Center Technicians receive event notifications for any or all events 24 hours a day, 365 days a year or at designated days of the week and times of the day. They investigate and respond to the corresponding events in accordance with the Agency's established monitoring protocols, including confirming events, closing the events once they have been investigated and resolved and/or communicating with enrollees, supervising officers and/or any other designated personnel according to their preferred method of receipt – telephone, email, fax, page, text message or any combination thereof, depending on the protocol.

The Monitoring Center widget in VeriTracks maintains a continuously updated list of all open events and the applicable protocols to investigate and respond to them in a standardized and systematic manner according to the Agency's established monitoring protocols. The widget contains every step of every protocol for every type of event. The Solutions Center Technician must complete and manually click a checkbox next to each step before he/she can proceed to the next step. Each step includes a detailed list of instructions and/or telephone scripts when speaking to enrollees and/or supervising officers. This ensures consistent and thorough management of each event by the Technician.



The Listing tab in the Monitoring Center widget displays a list of open and confirmed events with the enrollee's name, event duration, status and current step.

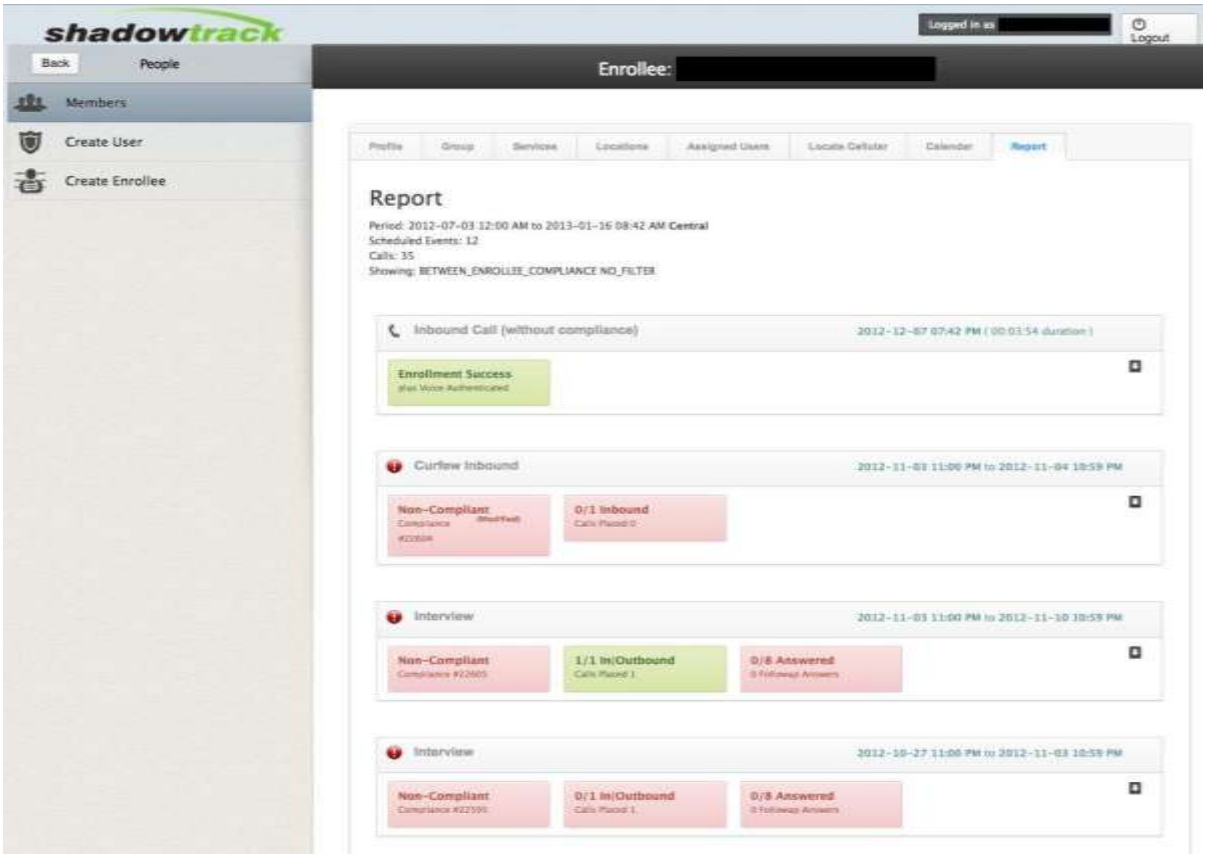


The Protocol tab in the Monitoring Center widget displays a detailed list of instructions. The technician must click the checkbox to complete the step.

ShadowTrack: Voice Verification System

ShadowTrack is a voice verification system, which uses voice biometrics to verify the enrollee's identity and caller identification to confirm the enrollee's presence at a designated location on a random, scheduled and/or on-demand basis. The system works in one of two ways: a) ShadowTrack calls the enrollee at the designated location and verifies the enrollee's identity when he or she answers the call or b) the enrollee calls into the system via toll-free number from a pre-approved telephone number and it verifies his/her identity.

ShadowTrack uses voice biometrics to verify the enrollee's identity. During enrollment, the enrollee provides a baseline recording of his or her voice and the system compares all voice verifications to this baseline. The system is effective because every voice has a unique sound based on a combination of features, including the size and shape of the enrollee's vocal chords, larynx, mouth, tongue and lips.



ShadowTrack is a voice verification system that works on a random, scheduled and/or on-demand basis. It confirms the enrollee's presence at a designated by calling the enrollee at the designated location or receiving a call from the enrollee from a pre-approved telephone number. ShadowTrack verifies the enrollee's identity and telephone number using voice biometrics and caller ID, respectively.

For additional identity verification and security, ShadowTrack has an automated interview feature that calls the enrollee and solicits his/her answers to a series of customizable questions. Afterwards, it emails an electronic case file to the supervising officer with all questions and answers and room for additional case notes.

ShadowTrack uses Caller ID to verify the enrollee's telephone number. For additional location confirmation and security, the system has an automated feature that asks the enrollee to call back into the system after the initial call.

For additional location confirmation and security, the system has an automated feature that asks the enrollee to call back into the system after the initial call.

ShadowTrack date and time stamps and digitally records all voice verification events. Recordings can be replayed at any time. The system is accessible 24 hours a day, 365 days a year using any computer with a high speed Internet connection. Only authorized Agency personnel can access the application through a secure, real-time Internet connection. ShadowTrack automatically transmits alert notifications to the supervising officer via email. The supervising officer can also generate a variety of reports.

SPECIFICATIONS

These specifications are the minimum. The vendor has listed, clearly demonstrated, and presented features that add value, savings and/or reliability.

Although not currently required by the following specifications, it is intended that equipment available through this contract will meet or exceed the most recent version of the standard for offender tracking systems (OTSs) published by the U.S. Department of Justice, Office of Justice Programs, National Institute of Justice. A draft standard was recently published for public comment dated June 2012. It was titled: **Criminal Justice Offender Tracking System Standard - NIJ Standard-1004.00.**

The following was excerpted from the NIJ Draft. - Two configurations of Offender Tracking System (OTS) models: one-piece configuration and multi-piece configuration. "In the one-piece configuration, the body-attached device contains the location methodology apparatus, communication device, battery, attaching straps and clips, indicators to the participant, and the casing. In the multi-piece configuration, there are two separate units. One unit is body-attached, and the other unit is body-worn. The components of the body-worn unit typically include the location methodology apparatus, communication device, battery, indicators to participant, and the casing. The components of the body-attached device typically include the transmitter/receiver, battery, attaching straps and clips, and the casing."

Definitions: "Body-attached: The quality of being physically secured to a participant's body." "Body-worn: The quality of being fastened, typically, to an article of the participant's clothing."

CATEGORY 3 – SATELLITE MONITORING AND REMOTE TRACKING SERVICE (GLOBAL POSITIONING SYSTEM (GPS)			
Responses below apply to only one-piece body-attached device.			
1.0	**SECTION A General Experience Requirements**		
Item	**Function**	**Description**	**Describe how Vendor meets or exceeds specifications**
1.1	General Experience	The Vendor shall have been in business for a minimum of three (3) consecutive years prior to proposal submittal.	STOP was established in late 2004 and began providing government agencies with groundbreaking GPS monitoring equipment and services in 2005. We have more than eight consecutive years of experience providing GPS monitoring equipment and services exclusively for the purpose of monitoring and tracking enrollees in the criminal justice system. For additional information on STOP and our experience developing, implementing and operating electronic monitoring programs, please refer to Additional Information on Bidder Information and Profile, which we submit as per Section 5.1 of the solicitation. For additional information on our BLUtag, including

			solicitation. For additional information on our BLUtag, including photos, please refer to Additional Information on Category 3 – Satellite Monitoring and Remote Tracking Service (GPS), which we submit as per Section 4.17 of the solicitation.
1.2	General Experience	The proposed device(s) must have been in use and installed on offenders through one or more contracts with County, State, or Federal Government agencies. This experience must have been within the past 12 consecutive months prior to the proposal submittal date. Anytime Beta testing does not count toward the required experience. The Vendor's experience shall have been met with the vendor acting as the prime contractor in supplying the GPS device. Include these agencies in the response to Item 1.3 below.	BLUtag, the original one-piece GPS monitoring device, has monitored the locations and movements of enrollees since 2005. Over the past 12 consecutive months, BLUtag has been installed on enrollees and in use through contracts with more than 350 federal, state and local government agencies in 42 states and the District of Columbia, including the agencies listed in Item 1.3. No beta testing is included in the 12-month period of experience. STOP is the prime contractor for the more than 350 contracts previously referenced and those listed in Item 1.3.
1.3	General Experience	The proposed device(s) must have been installed and in use on at least an aggregate of 500 offenders through one or more contracts with County, State or Federal Governmental agencies. This experience must include at least six (6) months of active monitoring for the model offered in response to this RFP. The Vendor's experience shall have been met with the vendor acting as the prime contractor in providing all of the above services. Identify these agencies, volumes and devices in your proposal response.	Since 2005, BLUtag has been in continuous use and installed around enrollees' ankles to monitor their locations and movements 24 hours a day, 365 days per year. STOP started as the prime contractor the following contracts and continues in that role today. The California Department of Corrections and Rehabilitation began using BLUtag in 2005 to supervise sex offenders and other high-risk offenders. Today, the agency supervises an average of 8,000 enrollees every day with BLUtag. The Court Services and Offender Supervision Agency in the District of Columbia also began supervising enrollees with BLUtag in 2005. The program started with only a handful of enrollees, but it quickly grew to several hundred enrollees. The average daily population stands at 600 adult enrollees. In 2005, the New Mexico Children, Youth and Families Department chose to use BLUtag to supervise juvenile enrollees in the community. The average daily population in the program is around 125 enrollees. The Kings County Probation Department (California) began supervising offenders with BLUtag in 2011. Its average daily population now stands at 80 enrollees. In 2007, the North Dakota Department of Corrections and Rehabilitation chose to use BLUtag to supervise approximately 60 enrollees in the community.

1.4	General Experience	The proposed software must include the ability to compare the offender track points to crime locations from law enforcement Record Management Systems. This functionality must have been in use within the past 12 consecutive months, prior to proposal submittal date. This experience shall be with the same Government agencies listed in Item 1.3 above. The vendor's experience shall have been met with the vendor acting as the prime contractor in providing GPS software or equipment. Anytime Beta testing does not count toward the required experience.	STOP was the first vendor in the industry to provide Automated Crime Scene Correlation (ACSC), which compares the GPS location points of supervised enrollees to the location of crimes and incidents reported to the local law enforcement agency(s). ACSC, a functionality within VeriTracks, has been in continuous use by our customers since 2005, although government agencies have used the tool since 1999 when it was still a General Dynamics subsidiary. The agencies listed in Item 1.3 have also had access to ACSC since the start of the contract. The previous 12-month experience has not included any Beta testing of the ACSC functionality within VeriTracks. STOP started as the primary contractor for all the agencies listed in Item 1.3 and continues to serve in that role today.
1.5	General Experience	The Vendor shall provide a secure confidential monitoring service center and help-desk facility. The Monitoring Center Facility and Services must have been in use for at least 12 consecutive months through one or more contracts with County, State or Federal Governmental agencies at the time of proposal submittal. This experience shall be with the same government agencies listed in Item 1.3. The Vendor shall have been the prime contractor for any contract services performed by any subcontracted monitoring service center or help-desk facility.	Our dual-purpose Solutions Center provides secure and confidential help desk/technical support and Monitoring Center services 24 hours a day, 365 days a year. Operational since 2006, all of our customers have unlimited access to the help desk/technical support functionality of our Solutions Center, including the agencies listed in Item 1.3. The Monitoring Center services functionality of our Solutions Center began in 2010 and those agencies needing this additional service have used it, including the agencies listed in Item 1.3. STOP started as the prime contractor with the agencies listed Item 1.3 and continues in that role today.
1.6	General Experience	The Manufacturer shall have an ISO 9001 certification.	STOP is the original equipment manufacturer (OEM) of all proposed equipment, including BLUtag, BLUbox, BLUhome and BLUscan. We design, engineer, manufacture, test, market and support this equipment ourselves. STOP manufactures all proposed equipment in an ISO 9001:2008-certified facility, located at our Houston, Texas, headquarters.
1.7	General Experience	The device and accessory items shall be currently registered and approved by the Federal Communications Commission (FCC).	BLUtag (#S5E0906BT5), BLUhome (#S5EBH0107A), BLUscan (#S5EDB11107) and BLUbox (#S5AEE90548) are registered and approved by the FCC.
2.0	**SECTION B Monitoring Center Facility and Monitoring Center Interactive Services**		
Item	**Function**	**Description**	**Describe how Vendor meets or exceeds specifications**
2.1	Facility	Deleted.	

2.2	Facility	The Vendor's monitoring center shall have a permanently installed and functioning emergency backup power source, independent of its main power source, capable of maintaining continuous operations, for a minimum of forty-eight (48) hours, in the event of failures of normal utility power. If power is not restored, a back-up monitoring center service is activated within 60 minutes.	If a disaster occurs and impacts our Solutions Center and power cannot be restored within a timely manner, our diesel powered generator is activated. The generator is available to power the Solutions Center for 48 hours. If power is not restored within 24 hours, we can relocate its operations in less than 30 minutes and be operational within minutes of relocating.
2.3	Facility	The Vendor's Monitoring Center shall have ventilation and temperature controls adequate to ensure proper functions of the monitoring center hardware.	Our Solutions Center and the Data Center housing VeriTracks both have dedicated heating, ventilation and air conditioning systems, which ensures proper functioning of all monitoring hardware and software at all times. The HVAC systems are continually monitored for optimal operation.
2.4	Facility	The Vendor's Monitoring Center's physical security features at a minimum shall include closed circuit camera system and limited access doorways. Describe other features to ensure physical security.	The Solutions Center has multiple physical security features, including a keypad-based magnetic door lock system, biometric hand-geometry scanner, a monitored security alarm system integrated with closed circuit security cameras and limited access doorways. Only authorized STOP personnel can enter the Solutions Center.
2.5	Facility	The Vendor shall have a secondary (backup) Monitoring Center capable of providing full operational functions in the event the primary monitoring center is disabled. The secondary monitoring center shall be located sufficiently distant from the primary center, such that it is unlikely to be adversely affected by a manmade or natural event or loss of electrical or communications services that would disable the primary Monitoring Center.	The Solutions Center can relocate to a secondary location in less than 30 minutes and be fully functional within minutes of relocating due to a disaster. The secondary location is in Reston, Virginia, more than 1,000 miles from the primary center in Houston, Texas. It is unlikely the Reston facility would be impacted by a disaster at the same time as the Houston office. In addition, our primary Solutions Center can also operate on a virtual basis by rerouting our toll-free telephone and fax numbers to a backup cellular telephone system without any disruption in service .As an additional precaution against interruption of service with our Solutions Center, our toll-free telephone and fax numbers can also reroute to our backup analog telephone system.
2.6	Facility	The Vendor shall maintain redundant inbound and outbound communication services, provided by distinct carriers and/or methods, such that the failure of the primary service or method shall not adversely affect the secondary (backup) service or method.	The Solutions Center has redundant inbound and outbound communication services. In the event of a service interruption with our primary VoIP communication services, we are able to activate and reroute communications from the primary communication services to one of our secondary communication services. We have two backup communication services: analog and cellular.

			In addition to our backup communication services, our toll-free telephone and fax numbers can be immediately rerouted to a backup telephone system via secure Internet connection.
2.7	Facility	The Vendor shall perform complete support of all interface hardware and software equipment (within the monitoring center) necessary to ensure provision of the service for the duration of the contract.	We support all hardware and software in the Solutions Center to provide the highest levels of help desk/technical support and Monitoring Center services throughout the term of the contract. We also support and maintain all aspects of VeriTracks, including the servers and their functionality, to ensure optimal operations throughout the life of the contract.
2.8	Facility	The Vendor shall provide the Agency a contact number, accessible twenty (24) hours a day, seven (7) days a week for the purpose of reporting problems that might be experienced.	The Solutions Center provides help desk/technical support 24 hours a day, 365 days a year, as well as Monitoring Center services. Authorized Agency personnel contact the Solutions Center by email (techsupport@stopllc.com) or toll-free telephone (866-703-7867) or toll-free fax (877-410-7867).
2.9	Facility	In the event any component of the Vendor's monitoring center service becomes inoperable, the Vendor shall immediately notify the Agency Program Manager or designee by telephone, but no later than thirty (30) minutes after service failure.	We notify the Agency's program manager or his/her designee within 30 minutes by telephone in the event of any issues with the normal operations of the Solutions Center or VeriTracks. We work with all Agency program managers to incorporate their communication needs (when to contact and how to contact for various types of events) into our internal protocols. STOP is already contractually required to manually contact many program managers, usually by phone, at any time of the day or night when service interruptions occur.
2.10	Services	The Vendor's back up Monitoring Center must be activated within 60 minutes of initial system failure or disaster.	The Solutions Center can relocate to a secondary location in less than 30 minutes and be fully functional within minutes of relocating due to a disaster. The secondary location is in Reston, Virginia, more than 1,000 miles from the primary center in Houston, Texas. It is unlikely the Reston facility would be impacted by a disaster at the same time as the Houston office. In addition, our primary Solutions Center can also operate on a virtual basis by rerouting our toll-free telephone and fax numbers with no disruption to service. We can reroute our telephone and fax numbers immediately at any time.

2.11	Services	The Vendor's primary Monitoring Center shall be fully operational and staffed adequately to support the operations of this Contract, twenty four (24) hours a day, 365 days per year, with highly skilled technicians that have completed a minimum of 40 hours initial training and ongoing annual training. Staffing levels must meet the device ratio for the Agency activated equipment.	The dual-purpose Solutions Center is continuously staffed and operational 24 hours a day, 365 days a year. Knowledgeable and experienced STOP employees staff provide help desk/technical support and Monitoring Center services. Each shift has a staffing pattern to ensure adequate coverage for the volume of inbound inquiries and Monitoring Center service events. Our Technicians must successfully complete at least 80 hours of initial training before they begin their duties responding to customer requests for technical support or monitoring and responding to events for our customers. Technicians must also successfully complete at least 40 hours of ongoing training every quarter. Ongoing training addresses hardware and software functionality, troubleshooting and customer service. In addition to training, all Technicians must undergo weekly quality control reviews to improve communication, increase resolution, ensure adherence to policies and procedures and address any outstanding issues.
2.12	Services	The Vendor must provide a staffed communication system utilizing an 800-telephone number an 800- number fax, and email access, available 24-hours per day, 365 days per year at no additional charge to the Agency for technical, analysis, and application assistance.	The Solutions Center provides help desk/technical support 24 hours a day, 365 days a year. Authorized Agency personnel contact the Solutions Center by email (techsupport@stopllc.com) or toll-free telephone (866-703-7867) or toll-free fax (877-410-7867). We provide all help desk/technical support at no additional cost.
2.13	Services	The Vendor's Monitoring Center must be able to support interactive queries from authorized Officer's and/or authorized law enforcement agencies, (including an offender's location by date range and/or time range when requested), within 5 minutes.	When authorized Agency personnel or authorized law enforcement personnel need support, they contact the Solutions Center by email or toll-free telephone or fax. Within five minutes, Solutions Center Technicians respond to all types of interactive queries, from answering technical questions to facilitating impromptu one-on-one training sessions. They provide assistance with all aspects of our monitoring system, including how to use all hardware and software; understand monitoring data; interpret maps, notifications and reports; determine the current location of one or more enrollees; view the historical locations and movements of one or more enrollees during a specified date and time range; and troubleshoot issues. If necessary, our Technicians can lead a live impromptu webinar to demonstrate how functionality works or how to complete a task.

2.14	Services	The Vendor's Monitoring Center Service must be able to provide for offender enrollments and scheduling to be performed via direct telephone request (password accessible) when Agency staff (officer) does not have immediate access to an internet connection.	If the supervising officer needs help with enrolling someone into the Agency's supervising program and creating/assigning schedules, he/she contacts the Solutions Center by toll-free telephone. After verifying the caller's identity, Solution Center Technicians can help answer any questions, including those on enrolling and un-enrolling enrollees and creating, modifying and assigning zones.
2.15	Services	The Vendor's Monitoring Center Service should be able to enroll or deactivate GPS tracking services for an offender within 30 minutes after receipt of request by fax, telephone or e-mail notification from an the Officer.	Solutions Center Technicians can complete enrollments and unenrollments as well as assign and un-assign equipment when requested by a supervising officer. Requests for help come through email and toll-free telephone and fax numbers. After verifying the supervising officer's identity, Solution Center Technicians respond to the inquiry within 30 minutes after receiving the request.
2.16	Services	The Vendor's Monitoring Center Service must maintain accurate and concise historical logs of all telephone, text message, emails and fax calls attempted and completed, including date, time, and the associated incident. The Vendor shall make these logs available to the Agency upon request.	All inbound and outbound telephone calls, emails, faxes and text messages into and out of the Solutions Center are accurately recorded and maintained. Our telephone system records the date, time and number called or received. This information is also stored in VeriTracks and is associated with each step in the appropriate monitoring protocol step or ticket. Faxes received at the Solutions Center are also logged into the appropriate monitoring protocol step or ticket in VeriTracks and digitally scanned and stored for reference. Every email received by the Solutions Center is attached to the appropriate monitoring protocol step or action they address. Every communication to the Solutions Center has a corresponding ticket associated with it. STOP maintains this information for at least seven years after the term of the contract ends. It is available to the Agency upon request.
2.17	Services	The Vendor's Monitoring Center Service must provide immediate notification via, text message or email 24 hours a day, seven days a week to designated Agency staff when an alert notification is generated. The Vendor's monitoring service shall include the capability to administer a phone call by a live staff person in the monitoring center in response to designated priority alert notifications, at an additional fee.	VeriTracks immediately distributes automated event notifications to the assigned recipients 24 hours a day, 365 days a year according to each recipient's preferred method of receipt – email, fax or text message. For an additional fee, our Solutions Center Technicians can contact the supervising officer and any other designated personnel by telephone in response to any or all notifications in accordance with the Agency's established monitoring protocols.

2.18	Services	The Vendor's Monitoring Center service must triage alerts, including triaging and responding to alerts with direct contact to both Agency staff and offenders for resolution as defined by the Agency. The Monitoring Center service must have the ability to escalate an alert notification if the officer does not acknowledge the notification within an Agency-specified time to the next Agency designated contact. In the event an alert notification is unresolved, the Vendor's Monitoring Center service shall be responsible for contacting the Agency's designated officer via, text message, fax, email or phone. The means or mode of contact shall be at the Agency's discretion. These services shall be provided twenty-four (24) hours 7 days a week. The Vendor's Monitoring Center Alerts will be triaged and responded to for up to three (3) alert notifications, (i.e. bracelet strap, low battery, zone violations), additional alerts will be priced on an optional price plan.	Our dual-purpose Solutions Center provides customizable Monitoring Center services 24 hours a day, 365 days a year. The Technicians can receive and triage all event notifications or only Agency-specified ones. They quickly triage and manage the event by following the Agency's protocols. The Monitoring Center widget in VeriTracks allows every Agency to put in detailed, step-by-step protocols, including scripts for telephone calls to either officers or enrollees, for any or all events. Our Technicians have the ability to effectively communicate with both officers and enrollees and document the conversation and any subsequent actions taken. Our Monitoring Center services can be used as the primary method of triaging and managing events, in concert with VeriTracks' automated notifications or as a backup when events remain open/unconfirmed after a specified period of time. The Agency may choose to have our Solutions Center receive all event notifications 24 hours a day, 365 days per year, and triage the events based on the Agency's protocols. The Agency could choose to use our Monitoring Center service for specific events, such as tampering, while all other events are sent to officers through the automated system in VeriTracks. Finally, the Agency may choose to use the automated notifications provided in VeriTracks and use our Technicians simply as a backup when one or more event types remain open or unconfirmed for a specified period of time. The Agency can also create and assign an email escalation tree to any event and include in the tree our Solutions Center as the final escalation tree recipient. Our technicians communicate with officers using email, fax, telephone and/or text message. Just as our Monitoring Center services are customizable to meet the evolving needs of each customer, the email escalation tree is also customizable to meet the Agency's need. Among the items the Agency must agree on include who receives the notification and the order of receipt, how each recipient receives the notification, how much time passes before the notification escalates, and what happens when the event remains open after running through the tree.

			For additional information on our Monitoring Center services, including screenshots of the Monitoring Center widget in VeriTracks, please refer to Additional Information on Category 3 – Satellite Monitoring and Remote Tracking Service (GPS), which we submit as per Section 4.17 of the solicitation.
2.19	Services	The Vendor's Monitoring Center Service must provide the capability for every human voice call in and out of the system to be recorded with a transaction record that indicates the called number or calling number, and the result of the call. This information shall be made available to the Agency Program Manager at the Agency's request.	All inbound and outbound phone calls, emails, faxes and text messages to the Solutions Center are accurately logged and maintained. Our phone system records the date, time and phone number called or received. This information is also stored in VeriTracks and is associated with each step in the appropriate protocol or ticket. Faxes received at the Solutions Center are also logged into the appropriate protocol step or ticket in VeriTracks and digitally scanned and saved for reference. Every email received by the Solutions Center is attached to the appropriate protocol step or action they address. Every communication to the Solutions Center has a corresponding ticket associated with it. Our log of inbound and outbound calls is available for review and inspection on request STOP maintains this information for at least seven years after the contract ends.
2.20	Services	The Vendor's Monitoring Center must provide an initial response to pre-determined alert notifications to troubleshoot and resolve the notifications per established protocols as agreed to by both the Agency and the Vendor and optional price plan.	When an Agency chooses to use our Monitoring Center services, it determines when and what action our Solutions Center Technicians take. They can receive any or all event notifications and make an initial evaluation and/or response for each event based on the needs and expectations of the Agency. The protocols for many of the customers using our Monitoring Center service require our Technicians to make an initial evaluation and response to all events managed through this service.
2.21	Services	The Vendor's Monitoring Center service must be able to tailor the level of alert notification to the Agency or individual needs or protocols.	Our Monitoring Center services are configurable to meet the Agency's individual needs and expectations. The Agency can opt to have our Solutions Center Technicians can receive all events or only designated ones, 24 hours a day, 365 days a year or at designated days of the week and times of the day. It can create a customized protocol for every enrollee classification and risk level, event type and/or day of the week and time of the day. The Agency can also create unique list of instructions and/or telephone scripts for every type of event in every type of situation.

2.22	Services	The Vendor's Monitoring Center must be responsible to maintain a call tree to be utilized when contacting Agency staff to report alert notifications pursuant to established protocols and optional price plan.	Many of customers using our Monitoring Center service include an escalation call tree for designated events. Each Agency determines who to include on the tree and the order. The Agency also determines the amount of time each call recipient has to respond and/or take action, how many times the call tree is run and what, if any, action our Technicians take when the call tree ends and the event remains open or unconfirmed. An Agency can also elect to use an email escalation tree where the recipients receive an email, rather than a phone call. This type of contact tree can be used in concert with a call tree where our Technicians call officers on the telephone.
2.23	Services	In the event of an alert violation, the monitoring center service must provide to the Officer, at a minimum the Offender's name, type of violation, time of violation, and the time and location of the Offender's last known location.	VeriTracks immediately distributes automated event notifications to the assigned supervising officer and any other designated recipients 24 hours a day, 365 days a year according to their preferred method of receipt – email, fax or text message. The notification includes the following information: the enrollee's name and ID number; the event, the event's start, and end if applicable, date and time and the assigned officer. The Agency can also elect to use our Monitoring Center service so our Technicians can provide the last known location of any given enrollee either verbally on the telephone or through email, fax or text message.
3.0	**SECTION C Data Center, Data Storage, and Data Access**		
Item	**Function**	**Description**	**Describe how Vendor meets or exceeds specifications**
3.1	Data Center	The facility housing the Data Center(s) must have multiple physical security features. Describe the physical security features that protect the Data Center and agency data.	Our geographically redundant Data Centers have financial- and military-grade protection for their mission-critical Internet operations. They are secured against physical intrusion by a well-known third party, which secures some of the nation's most sensitive information. Security officers guard both centers 24 hours a days, 365 days a year. The Centers also have multiple physical security features, including anonymous windowless exteriors, Kevlar-lined exterior walls that are bullet resistant, security access control and alarm system integrated with closed circuit television, interlocking "mantrap" doors, and biometric hand-geometry scanners. Only authorized personnel have access to the centers. Access is strictly monitored and recorded. They have

			multiple protections from theft and damage. The primary Center has an extensive history in information security and protects some of the most classified data in the country, which is why the federal government classifies it as a national asset. In the event of a crisis, the National Guard rallies at the Center to protect it.
3.2	Data Center	The Vendor's Data Centers must have ventilation and temperature control adequate to ensure proper functions of the Monitoring Center hardware.	The Data Centers have independently dual-powered heating, ventilating and air-conditioning systems, which are continuously monitored for optimal operation. The HVAC system provides appropriate airflow, temperature and humidity. An N+2 redundancy design provides additional protection for customer operations. Air-cooled package chillers are arranged in N+2 redundancy configuration and backed up by generators to provide around-the-clock chilled water supply to the precision air conditioner units throughout the Data Centers.
3.3	Data Center	The Vendor's Data Centers must have multiple redundant back-up generators.	Both of our Data Centers have redundant power with a proven record of 99.99 percent uptime availability. They have multiple redundant backup diesel generators to provide power in the event the local public utility fails as well as Uninterruptible Power Supply systems to prevent power spikes, surges and brownouts. Both Data Centers are power grid-independent and their entire electrical systems have built-in redundancies to ensure continuous operation.
3.4	Data Center	The Vendor must have redundant Data Centers located a sufficient distance apart in the event of a disaster of the local area.	The Data Centers are geographically redundant. The primary Center is located in Reston, Virginia, and the secondary is in Chicago, Illinois. Due to the distance between the two Centers, it is unlikely the secondary Data Center would be adversely affected by a manmade or natural disaster or an electrical or telephone service interruption that disables the primary Center.
3.5	Data Center	All back-up systems in the Data Centers must be tested regularly.	Both Data Centers have backup systems, which are tested on a weekly basis. The infrastructure and design of all systems, including physical security, fire suppression and HVAC, have built-in redundancy to ensure the data housed in the Centers remains secure at all times.

3.6	Data Center	The Vendor's system must provide for 100% redundancy to avoid unnecessarily excessive downtime due to hardware or software issues. In the event of data disruption, the secondary Data Center must be activated within 10 minutes of initial system failure.	VeriTracks is concurrently operational in two geographically redundant Data Centers at all times 24 hours a day, 365 days a year. This concurrent, or Live-Live, architecture provides a continuous and live backup of all monitoring data at all times and ensures our backup system is always available and in use. Our architecture differs from a traditional "hot-standby" backup system, which creates backups at designated intervals. One distinct advantage of our architecture is should the primary Data Center become disabled, disaster recovery begins automatically and immediately at our geographically-redundant backup Center. There is no chance our backup system will not start because it is always on. Service is never degraded. In the event of an outage, data simply reroutes to another path and keeps moving. The primary Data Center is located at one of the largest Internet exchange points in the world. With more than 300 Internet and telephone carriers and every major domestic and international service provider as a customer, the Center is a "carrier hotel," connecting business to the carriers and routes that lead most directly to the desired destination. All Tier 1 Internet Service Providers (ISPs) peer in the data center, including AT&T, Centurylink, Inteliquent, Level 3 Communications, Sprint, XO Communications and Verizon.
3.7	Data Storage	The Vendor must ensure that all records (automated or hard copy files) remain the property of the Agency and upon request shall be returned within 30 days, in the event the contract is canceled or terminated.	All enrollee information and monitoring data remains the property of the Agency throughout the life of the contract and beyond. STOP simply receives and stores it. When requested, we return all data to the Agency within 30 days in the requested format.
3.8	Data Storage	The Vendor's system must ensure that all data be recorded with a historical transaction record and stored/archived for retrieval/backup in a database when requested by Agency personnel in accordance with the following:	STOP records all monitoring data with a historical transaction record and stores it in the Agency's database throughout the term of the contract and beyond. When requested, STOP can retrieve any historical records.
3.9	Data Storage	a. All historical data must be centrally stored and accessible for reporting purposes;	All enrollee information and monitoring data for the Agency is recorded and stored at in our two geographically redundant Data Centers. During the contract, authorized Agency personnel have immediate access to all data six months old or less. We archive older data in a separate secure, online database. When authorized Agency personnel need access to historical data, they contact our Solutions Center using email or toll-free telephone or fax. A

			Technician provides the appropriate access to the historical database.
3.10	Data Storage	b. This information must be available for reporting in a standard transaction file format; and	Monitoring data is available for reporting in standard file formats, including PDF, comma separated value and Microsoft Excel and Word.
3.11	Data Storage	c. All current and historical data files must be retained for a minimum period of seven (7) years and this information shall be available at no charge to the Agency.	When a contract ends we maintain and store all enrollee information and monitoring data in a secure, online database for at least seven years at no additional cost. After seven years, we contact the Agency to request instructions regarding the management of the data.
3.12	Data Storage	The Vendor's Data Centers must have duplicate computers with the ability to, at a minimum, permit restoration of data collection and user monitoring services within ten (10) minutes after computer failure. The Monitoring Center must have duplicate data storage devices with automated fail-over and automatic reestablishment of the duplicate databases upon replacement of the failed storage device.	Our geographically redundant Data Centers are segmented into layers, each of which fulfills a specific function. The layers are horizontally scalable, which means processing tasks are distributed across multiple pieces of hardware with each piece performing the same function but handling only a part of the work. As a result, we can add hardware to each layer to increase capacity and performance and improve redundancy. We scale most layers N+2, i.e. each layer has two pieces of equipment in addition to what a normal load requires. This means a layer would not experience congestion until at least three pieces of hardware fail. Each layer has multiple nodes, i.e. individual pieces of hardware, such as servers, that comprise the system. Each node has redundant disks, network connections and power. The data storage systems are also highly redundant. They are configured as a Redundant Array of Independent Disks 6 (RAID 6).
3.13	Data Storage	Upon request from the Agency, the Vendor must provide the most up-to-date complete copy of the System database, including historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, etc., in a format to be determined by the Agency.	STOP complies with all requests from the Agency, including providing a comprehensive copy of the Agency's database using the most current data available. Once the Agency provides the preferred format, we provide a copy of the Agency's entire database of enrollee information and monitoring data, including all tables, layouts, data relationships, etc.
3.14	Data Access	The Vendor shall not release or reveal any GPS data, program information, operation protocols, implementation plans, training material, report(s), publication(s), updates, and/or statistical data related to the GPS Program to any entity, to include non-GPS Agency personnel, without prior written approval from the Agency Program Manager.	For all conditions, requests and/or situations, STOP does not release or share any enrollee information and/or monitoring data related to the Agency's monitoring program without first receiving detailed written approval of the Agency's program manager. Our written policy details how we release data and to whom. When we receive a request from a third party, we immediately contact the Agency's program manager and then direct the request to him or her.

			If the Agency needs us to release or share enrollee information and/or monitoring data with a third party, the Agency's instructions must include the following information: the first and last name and title of the individual receiving the data; the name of the Agency with which the individual is affiliated or employed; the mail address or email address where the data will be delivered; the first name, last name and identification number of the enrollee or enrollees for whom data are requested; the specific data being requested; the format in which the data are requested to be delivered; and the quantity of hard copies, if that is the preferred format.
3.15	Data Access	The Vendor must maintain unaltered recorded data of offender violations, to be accessible in original form and substance for utilization as physical evidence for prosecution.	Enrollee monitoring data, including GPS location points and all information associated with each (latitude/longitude, speed of travel, date and time, etc.), zone violations, condition of equipment, interruptions in telephone service, etc., cannot be altered by the Agency's supervising officers or STOP's Solutions Center technicians. We store this original and unaltered data in our two geographically redundant Data Centers. The data can be and is used as physical evidence for prosecution and STOP complies with all requests for certification letters, expert testimony, reports, charts and any other information needed for the purpose of prosecution.
3.16	Security	The Vendor's Data Centers must have on-site in-person security 24 hours a day, 7 days per week. The system shall provide security features, which prevent unauthorized individuals from accessing any information held by the Vendor. Secure access to the system shall be maintained at all times.	The Data Centers housing VeriTracks and all of the Agency's enrollee information and monitoring data provide financial- and military-grade protection for their mission-critical Internet operations. They are secured against physical intrusion by a well-known third party that secures some of the nation's most sensitive information. Security officers guard both Centers 24 hours a days, 365 days a year. The Centers also have multiple physical security features, including anonymous windowless exteriors, Kevlar-lined exterior walls that are bullet resistant, security access control and alarm system integrated with closed circuit television, interlocking "mantrap" doors, and biometric hand-geometry scanners. Only authorized personnel can enter the Centers and their access is strictly monitored and recorded for future reference. They have multiple protections from theft and physical damage.

3.17	Security	TheVendor must maintain security policies and procedures for its network security, application security, data transmission security, data storage security, and physical security. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.	STOP maintains detailed written policies and procedures for VeriTracks and its data storage, data transmission and network and physical security. We train all relevant employees on these policies and procedures to help ensure the protection and security of our customers' data. We provide these documents to the Agency when requested.
3.18	Security	The Vendor shall provide secure transmission and storage of GPS data and must ensure that all data, data transmissions and data storage is kept confidential.	VeriTracks is accessible only to authorized users through a Hypertext Transfer Protocol Secure (HTTPS) connection. HTTPS is a combination of HTTP and the Secure Socket Layer/Transport Layer Security (SSL/TLS) protocols, which protect network traffic through 128-bit encryption. Users must verify their identity by entering their username and password on the VeriTracks login page. There are three types of user accounts in VeriTracks: restricted, normal and administrative. Restricted users have permission to view monitoring data. Normal users have permission to add, delete and/or edit as well as view data. Administrative users have permission to create users as well as add, delete, edit and/or view data. The Agency decides the type of user account for each user. VeriTracks automatically assigns and emails strong passwords to the users. Passwords cannot be captured because the application uses SSL/TLS to encrypt all traffic.
3.19	Security	The Vendor's facility, equipment, data transmissions, and data storage shall be secure. At a minimum, the Vendor's facility shall be alerted and monitored by a local law enforcement Agency or security company. The alert line shall be a tamper-resistant dedicated circuit and shall not be exposed to any person or thing that could alter or damage the line. The Monitoring Center shall be equipped with automated fire detection and suppression equipment.	The two Data Centers housing VeriTracks use multiple systems to ensure the protection and security of the housed within its walls. In addition to the physical security measures, the Centers provide multiple secure pathway for the transmission of data to the appropriate recipient. Both Data Centers are monitored by at least one local law enforcement agency and fire department through secure communications. The our dual-purpose Solutions Center has multiple physical security features, including restricted-access doorways, closed circuit security cameras, a keypad-based magnetic door lock system, biometric hand-geometry scanner and an alarm system monitored by a private security company. Only authorized STOP personnel have access to the Solutions Center.

3.20	Security	The Vendor shall maintain a written Disaster Recovery Plan to cover power failures, telephone system failures, local equipment failures, flood or fire at the Monitoring Center and Data Center continued continuity of operations. While it is not necessary for the vendor to submit these documents with proposal, they must be provided to any requesting agency post award.	STOP maintains a comprehensive written Disaster Recovery Plan, which covers all of our policies and procedures regarding the mitigation of, preparation for, response to and recovery from human and natural disasters. We provide these documents to the Agency when requested.
4a.0	**SECTION D Equipment Requirements – single body-attached device**		
Item	**Function**	**Description**	**Describe how Vendor meets or exceeds specifications**
4a.1	Equipment	Vendor is bidding the following one-piece body-attached device and the accessories identified in the Price Worksheets. The responses to these specifications are for this equipment. **One-piece Body-attached Device:** Mfg.: Satellite Tracking of People Brand/Model: BLUtag	BLUtag, the most widely used Global Positioning System (GPS) monitoring device in the industry, has been in use longer than any other one-piece GPS device on the market. Today, more than 350 government agencies and independent service providers in 42 states and the District of Columbia use BLUtag, which includes some of the largest GPS monitoring programs in the U.S. Among those agencies using BLUtag are the California Department of Corrections and Rehabilitation, the Court Services and Offender Supervision Agency, the Georgia Department of Corrections, the New York State Department of Corrections and Community Supervision and the Tennessee Department of Corrections. Our customers use BLUtag to monitor and track adult and juvenile enrollees with a wide range of classifications, including pre-trial defendant, probationer, parolee, sentenced offender, sex offender, high-risk offender and gang member. For additional information on BLUtag, including photos, please refer to Additional Information on Category 3 – Satellite Monitoring and Remote Tracking Service (GPS), which we submit as per Section 4.17 of the solicitation.
4a.2	Equipment	The Vendor shall provide, at their own expense, all systems and equipment (software and hardware) required for the service delivery, regardless of the actual number of units including but not limited to:	STOP provides all hardware and software needed for the Agency's GPS monitoring program. This includes the GPS monitoring equipment, consumables and optional accessories, as well as unlimited access to our secure cloud-based monitoring application. The provision of the hardware and software is not dependent on the Agency using a minimum number of GPS monitoring devices.

4a.3	Equipment	a. A system with a database to monitor offender activity;	VeriTracks, our cloud-based monitoring application, stores all enrollee information (name, Agency ID number, address(s), telephone number(s), physical description, photo, etc.) and receives, stores and distributes all enrollee monitoring data (GPS location points, zones, zone violations, equipment status, etc.)
4a.4	Equipment	b. All monitoring units (transmitter, receiver/dialer and other related equipment) to communicate location data to the Vendor's system;	BLUtag, our one-piece GPS monitoring device, receives one GPS location point every minute at all times and transmits monitoring data to VeriTracks via nationwide cellular telephone service during times of compliance and immediately when a violation of the terms of supervision occurs.
4a.5	Equipment	c. All software and hardware required to access the Internet, with the exception of Agency personal computers; and	The only software required is an Internet browser that comes standard with all computers.
4a.6	Equipment	d. All labor, materials, equipment, cellular wireless service costs and consumables necessary to perform GPS tracking services on an as-needed basis.	STOP provides all needed hardware and software for the Agency's GPS monitoring program, including GPS monitoring equipment, consumables and optional accessories, unlimited access to our cloud-based monitoring application, cellular data transmissions, around-the-clock help desk/technical support, training and account management services. All GSM cellular services are provided by STOP.
4a.7	Equipment	All equipment and systems furnished shall be standard products supplied by the Vendor, shall be in proper working order, clean and free from defects of features affecting appearance, serviceability, or the safety of the offender in normal intended use.	STOP proposes only its standard equipment offered to all of our customers. As original equipment manufacturer, we control all aspects of manufacturing and quality assurance for the proposed equipment. Before we ship equipment, each device must pass rigorous and comprehensive testing to ensure its functionality and reliability. We certify all proposed equipment is in proper working order, clean and free from defects of features affecting appearance, serviceability or the safety of the enrollee in normal intended use.
4a.8	Equipment	The Vendor shall provide only equipment that meets the highest levels of ruggedness, durability and performance available, when considering the following: operating temperature, stored temperature range, temperature cycling, shock and vibration, water resistance or waterproofing, operating humidity range, stored humidity range and tamper resistance.	BLUtag has successfully passed extensive testing of its ruggedness, durability and performance. Independent laboratory tests confirm BLUtag functions reliably in normal to extreme environmental and atmospheric conditions, including significant variations in operating and stored temperature (-10 to 140 degrees Fahrenheit) and operating and stored humidity (10 to 100 percent humidity). BLUtag is waterproof to a depth of 50 feet and is tamper-resistant.

4a.9	Equipment	The device shall be a one-piece body-attached device. Performance information and product literature may be included in Vendor's proposal response.	As a one-piece GPS monitoring device, BLUtag remains securely attached around an enrollee's ankle at all times during his/her term of supervision. BLUtag is the only device providing the ability to detect, record and report instances of GPS shielding (interfering with the device's ability to receive GPS signals) and jamming (interfering with GPS signals). No other device provides the Agency with court-admissible evidence of an enrollee's actions. Other vendors claiming to have this functionality can only tell the Agency what the device is not receiving (GPS signals).
4a.10	Equipment	The Vendor shall provide equipment that meets market safety standards and presents no health or safety hazards to staff and/or offenders.	BLUtag is safe for the enrollee and individuals who come into close proximity of the enrollee. It does not unduly restrict the enrollee's movements. The enrollee can take part in everyday activities, including driving, exercising and showering.
4a.11	Equipment	The device identified by the Vendor above shall be the latest proven reliable technology and meet the requirements specified in Items 1.2 and 1.3 above.	Currently in its fifth generation, BLUtag contains the latest proven reliable technology for a one-piece GPS monitoring device and meets the specifications in Items 1.2 and 1.3. Since its deployment in 2005, STOP has routinely updated BLUtag's functionality to meet the evolving needs of customers. BLUtag is the most advanced and proven GPS monitoring device in the industry and the first to use our proprietary technology capable of detecting, recording and reporting the jamming of GPS signals and the shielding of the device to prevent it from receiving GPS signals.
4a.12	Equipment	The device shall not have any sharp edges and shall be designed so not to cause excessive chafing or bruising.	Independent laboratory tests confirm that BLUtag does not have any sharp edges and does not cause chafing and bruising. The Agency may request a copy of the all BLUtag's test results by the third part, independent testing service.
4a.13	Equipment	The device shall use Global Position Satellites and the cellular telephone network to track and report the location(s) of offenders both at home and in the community, regardless of location. Passive, Hybrid, and Active devices must be the same one-piece body-attached device securely attached to the ankle.	BLUtag receives GPS satellite signals to monitor and track the enrollee's location and movements. It uses nationwide cellular telephone service to transmit, or report, all monitoring data and to VeriTracks. The monitoring data includes GPS location points, equipment condition, location and/or movement violations, etc. The same BLUtag device operates in active, passive or hybrid GPS monitoring mode.

4a.14	Equipment	Active GPS shall be a service level that must collect a tracking point at least once every minute, and must report information via the cellular network at least once every fifteen (15) minutes and must report tampering and zone violations immediately. Devices proposed for Active GPS that utilize less frequent intervals shall be rejected and not evaluated.	BLUtag receives and records one GPS location point every minute at all times and in all monitoring modes. In active mode, when the enrollee is compliant with his or her terms of supervision, BLUtag transmits data to VeriTracks at least once every 10 minutes via nationwide cellular telephone service. It immediately transmits data to VeriTracks when: a) the enrollee commits a violation (e.g. tamper violation, zone violation, etc.), b) the supervising officer initiates a Location Request (e.g., to determine the immediate location of the enrollee regardless of the last time BLUtag reported into VeriTracks) or c) the device generates an event (e.g. low battery, etc.).
4a.15	Equipment	Passive GPS shall be a service level that collects a tracking point at least once every one minute, and must report information via a cellular or landline telephone at least once every twelve (12) hours.	BLUtag receives and records one GPS location point every minute at all times in all monitoring modes. In passive mode, BLUtag stores all monitoring data in its built-in, non-volatile memory, transmitting data to VeriTracks at designated intervals in one of two ways: a) via nationwide cellular telephone service or b) via BLUhome, an optional home-based monitoring receiver, which transmits data it receives from BLUtag to VeriTracks via the landline telephone service in the enrollee's home. The Agency determines how often BLUtag transmits monitoring data directly to VeriTracks, from once every 10 minutes to once every 12 hours, or when the enrollee must be home so BLUtag can transmit monitoring data to BLUhome, which then transmits it to VeriTracks.
4a.16	Equipment	Vendors must offer at least one hybrid service plan that collects a tracking point once every minute and reports information via the cellular network at least once every 30 minutes. Other hybrid plans may be offered as an "optional" service with separate pricing and description of frequency of tracking points and reporting intervals for each plan proposed.	BLUtag receives and records one GPS location point every minute at all times in all monitoring modes. In hybrid mode, BLUtag stores all monitoring data in its built-in, non-volatile memory and transmits the data at designated intervals via nationwide cellular telephone service. BLUtag immediately transmits data to VeriTracks when a) the enrollee commits an inclusion zone or tamper violation, b) the supervising officer initiates a Location Request or c) the enrollee charges the battery. When one of these events occurs, BLUtag transmits any monitoring data stored in its built-in memory. The Agency determines if BLUtag needs to transmit monitoring data at different intervals than described here when operating in hybrid mode, from once every 10 minutes to once every 30 minutes.

4a.17	Equipment	Active GPS includes the ability of the device to be remotely contacted to force the device to instantly locate and call back with its data immediately. Vendor shall include unlimited instant cellular locates at no additional costs.	While logged into VeriTracks, the supervising officer requests the enrollee's current location and status at any time by clicking the "Location Request" button. In all GPS monitoring modes, supervising officers can initiate an unlimited number of Location Requests throughout the life of the contract. However, BLUtag will only generate immediate Location Requests in active or hybrid monitoring mode. STOP does not charge the Agency for any Location Requests. We do not cap the number of Location Requests the Agency may use per day, week, month or year.
4a.18	Equipment	All devices must be capable of utilizing unlimited alternative location tracking using the cellular network in the absence of GPS at no additional costs.	BLUtag monitors and tracks the enrollee's current location and previous movements using GPS signals at all times. However, if BLUtag is unable to receive GPS signals for a designated period of time, it activates Enhanced Secondary Location Technology (ESLT), an alternative location technology, to monitor and track the enrollee's movements. ESLT draws on a variety of data from BLUtag's cellular telephone service, including strength of signal. Some vendors offer devices incorporating cellular tower tracking technology using the position of cellular towers to estimate the enrollee's location. This estimate, however, can be more than two miles in diameter. ESLT determines the enrollee's location within a smaller and more specific area. While ESLT is activated, BLUtag continues its normal operations in all other respects. It continues to transmit all monitoring data to VeriTracks via nationwide cellular telephone service. There is no additional cost for ESLT in any monitoring mode. For additional information on ESLT, including an illustration of its functionality, please refer to Additional Information on Category 3 – Satellite Monitoring and Remote Tracking Service (GPS), which we submit as per Section 4.17 of the solicitation.
4a.19	Equipment	Describe how the web based system reflects the alternative tracking verses GPS tracking and how the location indicators on the map differentiate between the two.	VeriTracks displays GPS location points as red dots and ESLT location points as green or purple squares. While logged into VeriTracks, the supervising officer can choose to display only GPS location points, only ESLT location points or both.
4a.20	Equipment	The system shall have the capacity to convert a device between active and passive mode without removal from the Offender or requiring a change of equipment.	BLUtag operates in active, passive or hybrid GPS monitoring mode. It is not necessary to change out the device to transition from one monitoring mode to another.

4a.21	Equipment	The device shall be small, light, and not restrictive and can be attached to the offender in a manner that will not impede normal activities or work. It shall attach securely around the ankle of the offender.	BLUtag is an inconspicuous device, measuring 4.33" x 2.08" x 1.25" and weighing approximately six ounces. It attaches securely around the enrollee's ankle and does not unduly restrict the enrollee's movements and does not prohibit or impede the enrollee's everyday activities.
4a.22	Equipment	The device shall not pose a safety hazard nor unduly restrict offenders' activities.	BLUtag is not harmful or post a safety hazard to the enrollee or anyone who comes into close proximity of the enrollee. The device does not unduly restrict the enrollee's movements because he/she can participate in everyday activities, including driving, exercising and showering.
4a.23	Equipment	All equipment assigned to the offender shall be manufactured to allow for repeated proper sanitization. The Vendor shall provide instructions to sanitize the equipment, including recommended cleaning agents and methods.	BLUtag is designed, manufactured and assembled to allow for repeated use and with easy sanitizing procedures. The supervising officer cleans and sanitizes the device by wiping the exterior surface with isopropyl alcohol or a mild bleach solution, which STOP provides upon request. Because BLUtag is made of industrial-grade plastic, it is impervious to contaminates. However, because rubber is susceptible to contaminates and degradation after sanitizing, BLUtag's strap is designed for one-time use. We provide the Agency with unlimited straps for each device.
4a.24	Equipment	The device components are quickly removable by a trained officer and are not easily removable except by an officer with the correct equipment.	Supervising officers can quickly and easily remove BLUtag using the tools we provide in the Officer Kit. He/she cuts the strap with the pair of strap cutters and removes the bridge clips from BLUtag's wings with the bridge clip removal tool. The supervising officer disposes of the bridge clips, strap clips and strap. BLUtag is not quickly or easily removed except by a trained supervising officer with the correct equipment.
4a.25	Equipment	All communications to and from the device shall be encrypted.	All communications to and from BLUtag are encrypted to prevent cloning, duplication, interference, spoofing and/or tracing.
4a.26	Equipment	The device shall be supplied with an installation kit containing all necessary equipment to install, activate or deactivate the device. At least one tool kit will be included for each 25 units in use.	We provide the Agency with one Officer Kit per 10 enrollees. The Officer Kit contains a strap cutting kit, one pair of strap cutters and a bridge clip removal tool. These are all the tools the supervising officer needs to install and remove BLUtag.
4a.27	Equipment	The device shall be simple to install and have easy to understand instructions.	BLUtag is easy to install. With minimal training, the supervising officer can install BLUtag in a matter of minutes in the field or office. He or she measures the strap so it fits properly around the enrollee's ankle, trims the strap, places the strap around the enrollee's ankle and fastens the device to the strap with the consumables. BLUtag's strap is adjustable in length to fit around

			the ankle of nearly all enrollees. We provide longer straps for enrollees who have larger-than-normal ankles when requested. Installation instructions are available in the training guide provided during initial training, in our secure, online library and by contacting our Solutions Center at any time of the day or night.
4a.28	Equipment	The device shall be permanently marked with the model/serial identification numbers and will withstand exposure to common cleaning products. The vendor will replace any device without charge if the tracking number is not legible.	BLUtag has a permanent, non-removable label with the device's serial number and a toll-free number to call if the device is found. The label is weatherproof and resistant to common chemicals and detergents. If necessary, the supervising officer can use BLUscan to identify the serial number of any piece of equipment, regardless of the condition of the label. In the unlikely event a device's serial number is not legible, we replace the device at no additional cost.
4a.29	Equipment	The device shall be capable of tracking an offender twenty-four (24) hours a day, 7 days a week and shall be able to confirm the date, time and location of the tracking event.	BLUtag monitors and tracks the location and movements of the enrollee 24 hours a day, 365 days a year. It continuously confirms the date, time and location of the enrollee and all events.
4a.30	Equipment	The device and all additional equipment shall not be available as an open market item if this could compromise the security of the system.	Neither BLUtag nor any of its consumables or optional accessories are available on the open market. BLUtag is designed specifically for us in the community corrections industry.
4a.31	Equipment	The strap and circuitry shall enable the device to immediately notify the Monitoring Center of any tamper attempt or removal from the offenders' ankle.	BLUtag detects strap tampers by means of a fiber optic cable inside the strap. If the enrollee attempts to remove the device or cut or stretch the strap, BLUtag detects, records and immediately reports a tamper violation to VeriTracks in active and hybrid monitoring mode. Once received, VeriTracks distributes the tamper notification to the designated supervising officer(s) based on each recipient's preference of email, fax or text message. If the Agency chooses to use our Monitoring Center service, VeriTracks sends the tamper notification to our dual-purpose Solutions Center where our Technicians manage the event based on the Agency's protocols and document all actions taken.
4a.32	Equipment	The device shall acquire GPS within 5 minutes when placed in an outdoor environment.	BLUtag has a high-sensitivity 20-channel GPS receiver with Wide Area Augmentation System. Based on a 24-hour test period when BLUtag has an unobstructed view of the sky with ideal atmospheric conditions, independent laboratory tests confirm the device acquires a GPS signal within two minutes.
4a.33	Equipment	The battery for the device shall hold a single charge for a minimum period of sixteen (16) hours while performing one minute GPS acquisition and downloading data to the Database System at least once every 15 minutes.	BLUtag's rechargeable battery powers the device for at least 48 hours on a single charge, the longest battery charge life for a GPS monitoring device acquiring one GPS location point per minute and downloading monitoring data at least once every 10 minutes.

4a.34	Equipment	The device shall be shock-resistant.	BLUtag is resistant to chemical solvents, corrosion, detergents, fire, shock and vibration.
4a.35	Equipment	The device's battery shall be able to re-charge the battery from a dead battery status to hold a single charge for a minimum period of sixteen (16) hours a maximum capacity (100% charge) in two (2) hours or less.	BLUtag has the longest battery charge life in the industry. The battery powers the device for at least 48 hours on a single charge under normal conditions while receiving one location point per minute. BLUtag's battery recharges from dead status to maximum capacity in less than two hours.
4a.36	Equipment	The battery powering the transmitter shall have a guaranteed life cycle of not less than twelve (12) months. Each device shall be replaced at specific intervals to avoid device failures due to loss of battery power.	BLUtag's battery has a life expectancy of at least 24 months of continuous use. We proactively monitor battery life and status in all BLUtag devices. When a device's battery reaches the end of its life expectancy, we replace the device.
4a.37	Equipment	The device shall be supplied with an electronic charger unit that uses a wall outlet power (alternating current) with a charging cord of a minimum of 6 feet long.	BLUtag comes with a charging coupler to recharge the battery. The charging coupler slips onto the bottom of BLUtag and other end of the six-foot cord plugs into a standard electrical outlet.
4a.38	Equipment	The device shall have internal diagnostics that can determine if it is operating properly and the ability to relay the information to the Vendor's Monitoring Center.	BLUtag continually checks its health and operations through its internal diagnostic electronics. It immediately detects and reports any operational issues to VeriTracks, which distributes the information to the designated supervising officer(s). If the Agency chose to use our Monitoring Center service, VeriTracks distributes the event notification to our Solutions Center, where a Technician will manage the event based on the Agency's protocols. If no issues are reported, the device is operating properly.
4a.39	Equipment	The device shall be designed to prevent tracing or duplication of the signal by other electronic devices or equipment.	BLUtag and its communications are encrypted and designed to prevent cloning, duplication, interference, spoofing and/or tracing.
4a.40	Equipment	The device and software system should be capable of storing up to 99 zones so that zone violations can be immediately reported regardless of the call in frequency.	BLUtag's built-in, non-volatile memory stores up to 150 date- and time-sensitive zones and VeriTracks stores an unlimited number of date- and time-sensitive zones. Because BLUtag stores zones in memory, it does not need to communicate with VeriTracks to verify the enrollee's compliance with zones or generate an event notification when the enrollee commits a zone violation. As a result, BLUtag is able to expedite the distribution of event notifications to the designated supervising officer(s) and/or our Solutions Center Technicians, who provide Monitoring Center services according to the Agency's established monitoring protocols.
4a.41	Equipment	The device shall communicate to the Vendor's Software System by common cellular carrier, with the option of a secondary cellular carrier (list cellular networks proposed).	BLUtag communicates with VeriTracks via nationwide cellular telephone service provided by AT&T and T-Mobile. It can also roam onto other cellular networks when such agreements exist.

4a.42	Equipment	The device shall be waterproof, and has been independently tested against the effects of continuous immersion in water.	Independent laboratory tests confirm BLUtag is waterproof to a depth of 50 feet.
4a.43	Equipment	The device may be able to detect and record an alert feature to signal the offender by audible tone or vibration method. Describe your available features."	BLUtag can notify the enrollee by emitting an audible tone, vibrating or both. It has three LEDs on the face of the device, which can be used to supplement a notification to the enrollee.
4a.44	Equipment	The device shall be able to detect and record an alert feature with immediate tamper notification.	BLUtag detects, records and immediately reports case and strap tampers to VeriTracks, which immediately distributes the notifications to the assigned supervising officer(s) based on each recipient's preference of email, fax or text message.
4a.45	Equipment	The device or system shall be able to detect and record an alert feature with immediate alert notification for inclusion and/or exclusion zone violations.	BLUtag detects, records and immediately reports exclusion and inclusion zone violations to VeriTracks, which immediately distributes event notifications to the assigned supervising officer(s) based on each recipient's preference of email, fax or text message.
4a.46	Equipment	The device shall be able to detect and report and alert feature with immediate alert notification for loss of communication violations.	BLUtag detects and records the start and end date and time of interruptions in communication with VeriTracks. Once communication is re-established, BLUtag transmits all stored monitoring data in its built-in memory to VeriTracks. BLUtag also detects, records and immediately transmits notifications to VeriTracks when it does not receive GPS signals and cellular telephone service is operational. VeriTracks distributes these notifications to the designated supervising officer(s) based on each recipient's preference of email, fax or text message.
4a.47	Equipment	The device shall be able to detect and record an alert feature with immediate alert notification for a low battery.	BLUtag detects, records and notifies when its battery power level is running low. When the battery has approximately 10 hours of charge remaining, BLUtag automatically vibrates reminding the enrollee to charge the battery. If the enrollee does not charge the device within 30 minutes, BLUtag transmits a low battery event notification to VeriTracks, which distributes the event notification to the assigned supervising officer(s) based on each recipient's preference of email, fax or text message. BLUtag also begins to vibrate once every 10 minutes until the enrollee recharges the battery or the battery loses all power. If the enrollee does not recharge the battery, BLUtag transmits a critical battery event when the battery has around four hours of power left and a dead battery event when approximately 30 minutes of power is left.

4a.48	Equipment	The device may be able to detect and record an alert feature with-alert notification to detect potential masking of the device's ability to receive GPS signals.	BLUtag is the most advanced GPS monitoring device in the industry with our proprietary technology capable of detecting, recording and reporting suspected GPS jamming and shielding events. Jamming occurs when an external source interferes with BLUtag's receipt of GPS signals, which an enrollee can do with an inexpensive, illegal GPS jamming device. Shielding occurs when a foreign substance blocks BLUtag's receipt of GPS signals. Our proprietary technology continuously checks for specific conditions over a designated length of time indicating GPS jamming or shielding. If these conditions exist, BLUtag immediately generates and transmits a jamming or shielding event notification to VeriTracks, which immediately distributes the notification to the assigned supervising officer(s) based on each recipient's preference of email, fax or text message. When an enrollee who is wearing a device without jamming and shielding detection engages in jamming or shielding, the supervising officer only receives only a "no GPS" event notification. He or she has no information about the root cause. With BLUtag, he or she has intelligence about what the enrollee is actually doing (i.e. jamming or shielding) rather than what the device is not doing (i.e. not receiving GPS signals). As a result, when the enrollee is monitored with BLUtag, the supervising officer can take decisive action when he or she receives a jamming or shielding notification.
4a.49	Equipment	As an optional feature, identify and describe any offender acknowledgement feature located on the device.	BLUtag has a call button on the face of the device, which the enrollee presses to acknowledge a communication via audible tone or vibration. VeriTracks records the date and time of the original communication and the enrollee's acknowledgement.
4a.50	Equipment	The device should incorporate non-volatile memory capable of storing at least 24 hours worth of events (with date and time of occurrence) at times when the cellular service or electrical power may become unavailable Non-volatile memory will retain unreported events and report them once power/cellular services have been restored, including date & time of occurrence.	BLUtag's built-in, non-volatile memory stores up to 10 days of monitoring data. Because its memory is non-volatile, BLUtag does not lose any data even if it powers down due to battery depletion. Once the battery is re-charged, BLUtag transmits all data stored in its built-in memory to VeriTracks.

4a.51	Equipment	All straps utilized to attach equipment to an offender shall be designed so that if an offender cuts, severs or otherwise compromises the integrity of the strap an alert is generated.	BLUtag's strap detects tampering by means of a fiber optic cable embedded inside the strap, which is the most advanced method of detecting tampering with the strap. If the enrollee tries to cut or stretch the strap, the fiber optic cable breaks and BLUtag immediately generates and transmits a tamper violation.
4a.52	Equipment	Straps used to attach the equipment to an offender shall have exterior surfaces made of hypoallergenic materials, and shall be adjustable in length to fit all offenders. All straps designed to attach equipment to an offender shall have the capability to be securely sized to an offender. If straps are pre-sized they shall be immediately available in one-half inch increments or less.	BLUtag's strap is composed of hypoallergenic, industrial-grade thermoplastic rubber designed for one-time use. The strap is adjustable in length to fit securely around the ankle of nearly all enrollees. Longer straps are available upon request for enrollees who have larger-than-normal ankles.
4a.53	Equipment	GPS devices should be able to utilize additional accessories (such as beacons or similar RF monitoring devices) for enhanced location verification in defined impaired environments while at home.	When an enrollee lives in impaired environments, BLUtag's monitoring capability can be extended with the use of BLUbox in the enrollee's home. BLUbox is used with BLUtag when an enrollee lives in a geographic area limiting BLUtag's ability to receive GPS signals. When the enrollee enters BLUbox's RF signal range, BLUtag transmits the message it recognizes the presence of the accessory and uses it to confirm the enrollee's location. BLUtag continues communicating with VeriTracks using nationwide cellular telephone service.
4a.54	Equipment	The GPS device should also have the ability to download location and alert information via landline in areas without adequate cellular coverage.	For those enrollees living in an area with limited cellular telephone service, BLUtag is paired with BLUhome. When the enrollee enters BLUhome's RF signal range, BLUtag recognizes its presence. BLUtag then generates a message stating as such transmits it to BLUhome through its encrypted RF signal. BLUhome transmits this message and any other monitoring data it receives from BLUtag to VeriTracks using the landline/digital telephone service in the enrollee's home. While the enrollee is in BLUhome's RF signal range, BLUtag curtails the receipt of GPS signals. However, once the enrollees leaves the RF signal range, BLUtag immediately begins receiving GPS signals again.

5.0	SECTION E System, Software and Mapping Requirements		
Item	**Function**	**Description**	**Describe how Vendor meets or exceeds specifications**
5.1	System, Software and Mapping	The Vendor shall have a secure web based system and provide the agency with secure access.	VeriTracks, our secure and reliable cloud-based monitoring application, receives, stores and distributes all monitoring data. Authorized Agency personnel have unlimited, yet secure, access to VeriTracks 24 hours a day, 365 days per year. Access is available only to authorized users who have appropriate credentials including a unique user name and secure password. For additional information on VeriTracks, including screenshots, please refer to Additional Information on Category 3 – Satellite Monitoring and Remote Tracking Service (GPS), which we submit as per Section 4.17 of the solicitation.
5.2	System, Software and Mapping	The Vendor's web site shall not require any software downloads or remote access to the Agency's computers to utilize the system.	Because VeriTracks is cloud-based, it does not require the installation of software on the Agency's IT network or individual computers.
5.3	System, Software and Mapping	The Vendor shall provide a web-based system that is capable of being accessed through a secure (password protected) internet connection from desktop, laptop or remote means by Agency personnel, who have appropriate security clearance and have been provided Vendor-supplied security codes.	VeriTracks is accessible using any computer with a high speed Internet connection. Only authorized Agency personnel can access the application through a Hypertext Transfer Protocol Secure (HTTPS) connection. HTTPS is a combination of HTTP and the Secure Socket Layer/Transport Layer Security (SSL/TLS) protocols, which protect network traffic through 128-bit encryption. Users must verify their identity by entering their username and password on the VeriTracks login page. There are three types of user accounts in VeriTracks: restricted, normal and administrative. Restricted users have permission to view monitoring data. Normal users have permission to add, delete and/or edit as well as view data. Administrative users have permission to create users as well as add, delete, edit and/or view data. The Agency decides the type of user account for each user.
5.4	System, Software and Mapping	The Vendor's system shall be supported by a database that allows for multiple data fields, subject to final approval by the Agency.	VeriTracks was created with multiple open fields for Agency's needing customized data fields. Because each Agency has its own database in VeriTracks, it can customize any field without impacting any other database.

5.5	System, Software and Mapping	The Vendor's web-based application shall provide the ability to efficiently stream aerial mapping data and offender tracking points with minimal latency during critical hours of operations and concurrency.	Supervising officers can view the current location and historical movements ("tracks") of one or more enrollees at the same time on a map provided by Google Maps™. There is no delay in displaying enrollee movements on maps in VeriTracks, even during periods of heavy user traffic.
5.6	System, Software and Mapping	The Vendor's web-based application shall be accessible twenty four (24) hours per day, 365 days per year while maintaining acceptable processing performance for offender mapping and tracking data.	VeriTracks is accessible 24 hours a day, 365 days a year, while operating at the highest levels of performance for displaying monitoring data, including mapping data. On a daily basis, VeriTracks receives, stores and distributes data from tens of thousands of devices monitoring enrollees 24 hours a day, 365 days a year. It processes more than 21 million GPS location points every day. Because our system is horizontally scalable, we can add hardware almost without limit so the system can handle several times its volume without degradation of performance, quality or speed. Hardware can also be added to increase capacity and performance. We scale most system layers N+2, i.e. each layer has two pieces of equipment in addition to what a normal load requires. This means a layer would not experience congestion until at least three pieces of hardware fail.
5.7	System, Software and Mapping	Any software necessary for Agency interface shall be provided at the expense of the Vendor, with no licensing fee to the Agency.	There are no fees of any kind related to accessing or using VeriTracks. We provide VeriTracks at no additional cost.
5.8	System, Software and Mapping	The Vendor's web-based application shall allow users to access the application over an SSL connection with 128 bit encryption, utilizing Microsoft Explorer web browser version 6 or higher.	VeriTracks is accessible only to authorized Agency personnel using a standard browser, such as Internet Explorer 7 or higher, through a Hypertext Transfer Protocol Secure (HTTPS) connection. HTTPS is a combination of HTTP and the Secure Socket Layer/Transport Layer Security (SSL/TLS) protocols, which protect network traffic through 128-bit encryption.
5.9	System, Software and Mapping	The Vendor's system shall provide the capability for the Agency to download data and reports from the database, through secured internet access.	While logged into VeriTracks, authorized Agency personnel can view and download monitoring data as well as generate, view, download and print reports through a secure connection.
5.10	System, Software and Mapping	The Vendor's system shall have the capability to query the database for any/all GPS offenders based on a specified dates times and locations.	While logged into VeriTracks, authorized Agency personnel can query the database for any or all enrollees based on specified dates, times and location. They can also search records in the database as well as sort and filter results by any field.

5.11	System, Software and Mapping	The Vendor's system shall provide the capability for the entry of narrative-style notes by Agency personnel and/or the Vendor's monitoring center staff. These notes will be utilized as documentation of steps taken to resolve offender alerts.	VeriTracks allows designated supervising officers and/or our dual-purpose Solutions Center to input free-form notes and information about any or all events, telephone conversations, actions taken, results, etc. The free-form notes are part of the enrollee's permanent electronic record. Adding notes about an event is an easy process. Simply click on the "Add Notes" button and a modal opens for the supervising officer and/or Solutions Center Technician to input the information. Click "Save" when the note is complete. Supervising officers and/or our Solutions Center Technicians can add subsequent information to any event even if the event is closed. An additional tool available to agencies is the Monitoring Center widget in VeriTracks. While our Solutions Center Technicians use it when providing Monitoring Center services, supervising officers can also use it when managing events. The benefit of routinely using this widget is it contains all of the protocols for every event, risk level and/or enrollee category. The protocols include step-by-step actions supervising officer or Technician must follow to successfully close an event. The actions are listed in the order to complete and include telephone scripts for talking to enrollees. If the Agency adopts the use of the Monitoring Center widget, there is a higher level of Agency-wide consistency in managing events. The addition of free-form notes provides even greater context for actions taken, conversations, results and subsequent actions.
5.12	System, Software and Mapping	The Vendor's system shall be able to allow configuration of protocols to enable the features that the Agency wants and disable those that it does not want. For example, types of alerts, notifications, zone categories, etc.	VeriTracks is customizable to meet each Agency's needs and expectations. We can configure the application and all parameters, including enrollee classifications, zone categories, event types, notification preferences and report formats and content, to meet each Agency's needs.
5.13	System, Software and Mapping	The Vendor's system shall show the officer in charge of the offender: name, phone numbers, etc if different from the offender's assigned officer ('on call' staff).	VeriTracks displays the enrollee's assigned supervising officer, including his or her contact information. It also displays the name and contact information of a duty officer(s).
5.14	System, Software and Mapping	The Vendor's system shall be able to record the model and serial number.	Before equipment is shipped to the Agency, the model and serial number of every piece of equipment are entered into the Agency's inventory in VeriTracks. This makes assigning equipment to an enrollee a quick and easy process after installing the equipment.

5.15	System, Software and Mapping	The Vendor's system shall be able to assign to users role-based security levels. These include, but are not limited to, manager, supervisor, and Officer.	VeriTracks has three types of user accounts: restricted, normal and administrative. Restricted users have permission to view monitoring data. Normal users have permission to add, delete and/or edit as well as view data. Administrative users have permission to create users as well as add, delete, edit and/or view data. The Agency decides the type of user account for each user.
5.16	System, Software and Mapping	The Vendor's system is able to accept critical event data points and be able to link Offender's to the event on the map.	Supervising officers can manually input critical event data into VeriTracks or automatically-batched critical event data can download into the application at a specific time of the day or night. Supervising officers can view the link between enrollee locations and movements and the location of critical events. VeriTracks includes the Automated Crime Scene Correlation (ACSC) tool, which receives data from records management systems of local law enforcement agencies on crime and incident data. The ACSC tool compares the data with the GPS locations of all enrollees in the Agency's monitoring program. When ACSC finds an enrollee who was near a reported crime or incident, it generates a hit and ranks the strength of the hit based on the enrollee's proximity and the length of time he/she was in the vicinity. ACSC emails the crime hit report to the assigned supervising officer(s) each morning. Supervising officers can also manually input the address of a reported crime or incident. ACSC immediately generates a list of enrollees who were near the crime or incident, ranking the strength of the hit based on the same criteria as the automated version.
5.17	System, Software and Mapping	The Vendor's system shall provide administrative access to website tracking report showing by user: how many log-ins/minutes logged in by month summary detailed reports with date/duration/time stamp per log on.	The Agent Login Summary report already exists in VeriTracks and includes all of the information listed in the specification. We can also include information about which areas of VeriTracks the user accessed after logging in and positive confirmation he/she reviewed the data in those areas. If the Agency needs additional information not currently in the report, our team of report writers can edit the report for the Agency to include the needed information. They can also customize existing reports or develop custom reports upon request.

5.18	System, Software and Mapping	The Vendor's system shall enable the Agency to monitor the near real time position for a specific offender's location at any and all times. Offender location data shall be uploaded a minimum of once every 15 minutes while in compliance and immediately uploaded when the offender is in violation status. The system shall provide offender locations upon demand. The system shall also be capable of the following:	VeriTracks receives GPS monitoring data from BLUtag and BLUhome. Supervising officers can login to VeriTracks to initiate a Location Request, which instructions BLUtag to transmits the most current set of GPS coordinates regardless of when the last data transmission occurred, for any given enrollee in his/her caseload. Supervising officers can initiate Location Requests 24 hours day, 365 days per year and as often as once every minute. In active monitoring mode, BLUtag transmits monitoring data to VeriTracks at least once every 10 minutes when the enrollee is compliant with his or her terms of supervision. It immediately transmits data to VeriTracks for violations or conditions, such as low battery status or message gap. In hybrid monitoring mode, BLUtag transmits monitoring data to VeriTracks when one of the following occurs: a) the enrollee violates an inclusion zone or tampers with the equipment, b) the supervising officer initiates a Location Request or c) the enrollee charges the battery. When one of these events takes place, BLUtag also transmits any stored data in its built-in memory. In passive GPS monitoring mode, BLUtag stores all monitoring data in its built-in memory until a predetermined time or when the enrollee enters BLUhome's RF signal range. BLUhome is an optional home-based receiving unit that transmits monitoring data to VeriTracks using the landline/digital telephone service in the enrollee's home.
5.19	System, Software and Mapping	a. establishing configurable inclusion and exclusion zones;	Supervising officers can create an unlimited number of date- and time-sensitive exclusion and inclusion zones for every enrollee in his/her caseload. Zones can be circular or polygonal in shape. Additionally, the Agency can create global zones, which apply to all enrollees meeting the pre-determined criteria. Supervising officers can also customize global zones with date and time sensitivity to any given enrollee in his caseload.
5.20	System, Software and Mapping	b. collecting offender points at a minimum of once every 1-minute	BLUtag receives one GPS location point every minute in all conditions and circumstances, and transmits the data to VeriTracks. Supervising officers can then view the one-point-perminute on a map when logged into VeriTracks.
5.21	System, Software and Mapping	c. communicating (with the offender)	Supervising officers can initiate communication with enrollees when logged into VeriTracks. They can have BLUtag emit an audible tone, vibrate or both. Enrollees can acknowledge the communication by pressing the button on the face of BLUtag.

			VeriTracks records the date and time when BLUtag emits the audible tone or vibration and when the enrollee acknowledges the communication.
5.22	System, Software and Mapping	d. providing location mapping;	VeriTracks uses Google Maps™ to display enrollee locations and movements. The maps have the same functionality as the commercial version of Google Maps, including zooming in and out, scrolling across the map, standard map view, satellite map view and Street View (where available). Supervising officers can also animate the display of GPS location points in the order of receipt on the map.
5.23	System, Software and Mapping	e. providing alert notification; and	VeriTracks distributes event notifications to the designated supervising officer(s) based on each recipient's preference of email, fax or text message. There are more than 40 different alert notification options in VeriTracks, which allows the Agency to tailor the level of alert notification by day of the week, time of the day, type of event, enrollee classification or risk level, etc. For example, the supervising officer may choose to receive tamper notifications through email 24 hours a day and zone violations through text message 24 hours a day. All notification receipt preferences must comply with the Agency's protocols.
5.24	System, Software and Mapping	The Vendor's system shall have the capability to query GPS location information both automatically and individually, including latitude and longitude, and mapping on all defendants/offenders based on specified distance from a specified location within specified date/time range as means of performing analysis of GPS Offenders at a potential crime scene.	VeriTracks includes the Automated Crime Scene Correlation (ACSC) tool, which receives data from records management systems of local law enforcement agencies on crime and incident data. The ACSC tool compares the data with the GPS locations of all enrollees in the Agency's monitoring program. When ACSC finds an enrollee who was near a reported crime or incident, it generates a hit and ranks the strength of the hit based on the enrollee's proximity and the length of time he/she was in the vicinity. ACSC emails the crime hit report to the assigned supervising officer(s) each morning. Supervising officers can also manually input the address of a reported crime or incident. ACSC immediately generates a list of enrollees who were near the crime or incident, ranking the strength of the hit based on the same criteria as the automated version.

5.25	System, Software and Mapping	The Vendor's system software shall allow for a non-erasable alpha numeric identification designated by the Agency. A unique identification shall be used for each offender within the Vendor's system. In addition, the software shall require the following minimum mandatory fields for initial offender enrollment:	VeriTracks has fields that are customizable for each Agency. The Agency can determine a field to be a non-erasable alpha numeric identification. The use of this field is available only to the Agency, which is one of multiple customizations of VeriTracks to fit the Agency's needs.
5.26	System, Software and Mapping	a. name;	Supervising officers enter the enrollee's name in the "Name" field in the Enrollee widget of VeriTracks.
5.27	System, Software and Mapping	b. unique numeric identifier;	VeriTracks allows agencies to use a unique numeric identifier for each enrollee assigned to its GPS monitoring program.
5.28	System, Software and Mapping	c. physical address;	Supervising officers enter one or more physical addresses for each enrollee in his/her caseload. A note about each address can be added, such as noting a dog is in the backyard.
5.29	System, Software and Mapping	d. serial number of equipment;	Before any piece of equipment ships to the Agency, it has already been assigned to the Agency's inventory in VeriTracks. This makes assigning any piece of equipment to an enrollee a quick and easy process.
5.30	System, Software and Mapping	e. time zone;	The Agency's VeriTracks database is coded to display data in the time zone in which the Agency resides.
5.31	System, Software and Mapping	f. assigned officer; and	Enrollees are automatically assigned to the supervising officer's caseload who completes the enrollment process. If the supervising officer completing the enrollment is not the assigned officer, he/she can assign the enrollee to the correct officer's caseload. If the Agency uses a backup or duty officer model, there are fields identified as such in VeriTracks.
5.32	System, Software and Mapping	g. offender photo.	VeriTracks allows supervising officers to upload photos of every enrollee in his/her caseload.
5.33	System, Software and Mapping	The Vendor's mapping software utilized shall include but not be limited to the following:	VeriTracks displays the current location and previous movements ("tracks") of one or more enrollees at the same on a map provided by Google Maps™, which has the same robust functionality as the commercial version.
5.34	System, Software and Mapping	a. Allow unlimited automatic access to the most up to-date maps available with state of the art graphics with aerial photography capabilities.	VeriTracks uses maps provided by Google Maps™ to display the locations and movements of enrollees. The map functions in the same manner as the commercial version of Google Maps™. Supervising officers can zoom in and out of the map and scroll across the map. Additionally supervising officers can animate the display of GPS location points of an enrollee(s) and can fast forward, rewind, speed up and/or slow down the rate of display.

			Supervising officers view GPS location points five types of maps, all of which have state-of-the-art graphics: i) map view, a standard roadmap with street and landmark labels (businesses, schools, etc.); ii) satellite view, an aerial photograph; iii) hybrid view, an aerial photograph with street and landmark labels; iv) terrain view, a standard topographic map; and v) Street View, a panoramic street-level image.
5.35	System, Software and Mapping	b. allow for zooming/scaling from street level to statewide;	Supervising officers can zoom into and out of maps using the same mechanism in the commercial version of Google Maps™. They can zoom into a single city block or closer, as well as zoom out to view the entire state, multi-state region or the U.S.
5.36	System, Software and Mapping	c. allow for identification/labeling of streets;	The Google Maps™ in VeriTracks display street names and landmarks in standard map and hybrid map versions.
5.37	System, Software and Mapping	d. display offender location information in a sequenced event and/or at a specific date and time; and	VeriTracks allows supervising officers to view the locations and movements of an enrollee(s) during a specific period of time on a certain date(s). After selecting this information, VeriTracks displays the GPS locations of the selected enrollee(s) in chronological order. With our exclusive Visits™ functionality, the supervising officer can view the areas where the enrollee stops for at least five minutes. The enrollee's Visits appear on the map as red bull's eyes. When the supervising officer clicks on a bull's eye, the map reveals all the location points within that Visit. VeriTracks displays the Visits of one or more enrollees on the map at the same time. Our Visits functionality helps streamline the display of the 1,440 location points the enrollee's BLUtag generates every day, significantly improving the supervising officer's ability to review tracks effectively and efficiently. The supervising officer can choose to display the enrollee's location points, Visits or both.
5.38	System, Software and Mapping	e. display inclusion and exclusionary zones that shall be printable from the screen.	VeriTracks displays exclusion zones and inclusion zones on maps. Exclusion zones are shaded in red and inclusion zones are shaded in green, making them easy to differentiate. Maps displaying zones are printable from the screen by clicking on the "Print" icon.

5.39	System, Software and Mapping	The Vendor's system shall enable the user to define a variety of zone types including but not limited to Inclusion, Exclusion, and Mobile Proximity Zones, Zones within a Zone, each with its own governing schedule time/date based schedule. Describe your web based capabilities to meet each of these requirements, provide sample screen shots and describe the specific steps involved in configuring a zone with an accompanying schedule.	While logged into VeriTracks, the supervising officer creates and assigns date- and time-sensitive exclusion and inclusion zones either directly on the map or by entering a specific address. Zones are either circular or polygonal. The latter can have up to 38 sides to match the size and shape of any geographical area. Once the supervising officer creates a zone, he or she can assign it to one or more enrollees with a customized schedule for each enrollee. While viewing a zone on the map in VeriTracks, the supervising officer moves it by dragging and dropping it onto the desired location or reshape and/or resize it by dragging its edge until it is the desired size and shape. Zone creation takes place most often either in the Address tab in the Enrollment widget. It can also occur in the Zones tab in the Supervision widget. Agencies create global zones that apply to enrollees meeting certain criteria or classifications. They are included in the list of available zones. Supervising officers can still customize the date and time when a global zone applies to any given enrollee in his/her caseload. Supervising officers can create zones within zones (e.g. an exclusion zone inside a larger inclusion zone). They can also create mobile proximity zones (e.g. an exclusion zone around a victim), which travel with the device.
6.0	**SECTION F System Reports**		
Item	**Function**	**Description**	**Describe how Vendor meets or exceeds specifications**
6.1	System Reports	System Reports shall allow the Agency to generate the following "canned" reports directly from the Vendor's database through the secure internet site.	VeriTracks has a robust reporting capability that meets and exceeds the Agency's need for information and documentation of evidence-based practices with more than 240 reports. Authorized Agency personnel generate reports containing near real-time data on a manual basis when logged into VeriTracks. The application also generates and distributes reports on an automated basis. It stores all generated reports for future reference. When requested, the Agency's program manager can restrict access to management-related reports.
6.2	System Reports	To ensure that reports are accurate and timely, the system's database shall be updated in real time to ensure all report data is current when viewed and/or downloaded by the Agency's personnel.	VeriTracks updates monitoring data on a continuous basis in near real-time to ensure authorized Agency personnel have access to the most current data available. When authorized Agency personnel generate reports, the reports contain near real-time data.

6.3	System Reports	All reports shall have the capability of being queried, sorted or filtered by any field contained in the report or by data parameters as applicable and reports shall be readable on screen, printable and shall be downloadable into an excel format.	Authorized Agency personnel can query reports as well as sort and filter the results by any field in the report, including date. They can view reports on screen, print them and/or download them in a variety of standard file formats, including PDF, comma delimited and Microsoft Excel and Word.
6.4	Equipment Inventory Reports	The system must be able to provide real time reports of all assigned equipment. Report shall include description/type of equipment, serial number, assigned Offender, and assigned Officer.	The Device Inventory Report already exists in VeriTracks and it lists all equipment in the Agency's inventory, including the: device type, device serial number, assigned enrollee, assigned supervising officer and device status. The report can be filtered to display all equipment, all assigned equipment or all unassigned equipment in the Agency's inventory. If the Agency needs information not currently available in the existing report, our team of report writers can modify the report to include the needed information. Once the Agency approves the layout and content, the report is added to the list of available reports to the Agency's supervising officers and/or program manager(s).
6.5	Notification Report	The Vendor's system shall provide the Agency the ability to generate a report by date parameters, sorted by location site, identifying the number and type of notifications during specified time parameters, such as: • Monday-Friday, 8:00 am-5:00 pm • After hours • Weekends And indicating summary totals for: • total number of alerts per location site, • percent of total per type of alert and average number of alert notifications per month, • per offender within each location site.	The Notification Summary by Event Type Report already exists in VeriTracks and it lists the number and type of event notifications during a specified date and time range. If the Agency operates with multiple offices, the report can be sorted by office or any other criteria. It includes totals for all event notifications, all event notifications per location, all event notifications per enrollee, percent of total per type of event and average number of event notifications during the specified date and time range. If the Agency needs information not currently included in the report, our team of report writers can modify the report to include the needed information. Once the Agency approves the layout and content, the report is added to the list of available reports to the Agency's supervising officers and/or program manager(s).
6.6	Offender Alert Report	The Vendor's system shall provide the Agency the ability to generate alert reports, queried by individual assigned offender and date parameters that identifies the type of alert, time of alert, method of alert (fax, e-mail or phone call) and recipient of alert.	The Enrollee Event Notification Report already exists in VeriTracks and it lists all event notifications for an individual assigned enrollee for a specified date and time range, including the following information for each event notification: event type, event start and stop date and time, notification type and notification recipient. If the Agency operates multiple offices, the report can be sorted by office or any other criteria. If the Agency needs information not currently included in the report, our team of report writers can modify the report to include the needed

			information. Once the Agency approves the layout and content, the report is added to the list of available reports to the Agency's supervising officers and/or program manager(s).
6.7	Customized Reports	The Agency can request custom reports the cost of which (if any) shall be established between the Vendor and the Agency Program Manager.	STOP's team of report writers develops custom reports with Agency-defined fields upon request at no additional cost. The Agency can then run the reports in VeriTracks on demand. Our library of more than 240 reports, almost all of which were developed as custom reports for specific customers, is a testament to our ability to meet and exceed the Agency's unique reporting needs and expectations.
6.8	Offender Report	The Vendor's system shall provide the Agency the ability to generate a summary report of all offenders and/or assigned officer that identifies offender name, Agency number, address, and officer assigned.	The Enrollee Report already exists in VeriTracks and it lists all assigned enrollees in the Agency's monitoring program, including the following information for each enrollee: name, ID number, address and assigned supervising officer. If the Agency operates multiple offices, the report can be sorted by office or any other criteria. If the Agency needs information not currently included in the report, our team of report writers can modify the report to include the needed information. Once the Agency approves the layout and content, the report is added to the list of available reports to the Agency's supervising officers and/or program manager(s).
6.9	Current Usage Report	The Vendor's system shall be able to provide the Agency the ability to generate a current usage report indicating the actual number of daily service units used to date (real time) for the monthly period. This report should be detailed to reflect offender name, Agency number, service type (active) and number of days utilized to date.	The Device Assignment Usage Report already exists in VeriTracks and it lists all assigned equipment during a specified date and time range, including the following information for each device: assigned enrollee name, assigned enrollee ID number, service type and number of days assigned to date. If the Agency operates multiple offices, the report can be sorted by office or any other criteria. If the Agency needs information not currently included in the report, our team of report writers can modify the report to include the needed information. Once the Agency approves the layout and content, the report is added to the list of available reports to the Agency's supervising officers and/or program manager(s).

6.10	Daily Alert Summary Report	The Vendor shall submit a daily report (between the hours of midnight and 6:00 a.m. for the previous day) that identifies each alert, type of alert, time and duration of alert, assigned officer, assigned offender, and totals. This report shall be sorted by location sites region/unit/officer and shall be e-mailed to all designated officers within the location sites.	Every morning by 6:30 a.m. in the agency's local time zone, VeriTracks automatically generates and emails a Daily Summary Report to every supervising officer with an active caseload in the Agency. The report provides a list of all event notifications with the following information for each notification: event type, start and stop date and time, assigned enrollee, assigned supervising officer and totals. It can be sorted by location, unit and/or officer.
7.0	**SECTION G Equipment Testing, Replacements, Lost/Damaged/Stolen Requirements**		
Item	**Function**	**Description**	**Describe how Vendor meets or exceeds specifications**
7.1	Ongoing Demonstration/ Testing Equipment	The Vendor shall allow the Agency the use of five (5) GPS monitoring units or systems for demonstration and/or testing purposes, not to exceed a ten (10) day period for any single demonstration/test period. These units/systems shall not be part of the backup inventory and shall be provided at no additional cost. Units/systems may be demonstrated/tested at the discretion of the Agency.	When requested, STOP provides the Agency with five BLUtag devices for demonstration and testing purposes at the Agency's discretion over a period of 10 days or less at no additional cost. These devices are not part of the Agency's inventory of spare equipment.
7.2	Equipment Accessories	The Vendor shall provide (when necessary or upon request depending on the item) all necessary GPS tracking supplies and replacement supplies, including but not limited to; straps, clips, batteries, installation-removal equipment supplies, beacons or other RF monitoring units, car chargers, charger base or cords and instruction/training materials.	Whenever needed and/or requested, we provide all monitoring supplies and replacements, including BLUhome, our optional home-based monitoring receiver unit; BLUbox, our optional GPS monitoring accessory; charging coupler, car charger, consumables (straps, strap clips and bridge clips), Officer Kit (tools for trimming the strap and removing BLUtag) and training materials.
7.3	Equipment Spare Inventory	The Vendor shall provide and maintain a backup/replacement inventory of monitoring units or systems up to fifteen percent (15%) of the actual number of units/systems currently in use in each the Agency's Location sites/Office locations at no additional cost. The Agency shall not pay the Vendor an inventory fee, storage fee, installation equipment fee or any other fee related to these inventory units and equipment.	Throughout the term of the contract, our designated Account Manager works with the Agency to maintain an on-site inventory of spare equipment equal to at least 15 percent of the actual number of BLUtag devices currently assigned and in use at each Agency location at no additional cost. The Agency does not pay any inventory, storage, equipment or installation fee or any fee related to spare equipment in the Agency's inventory.

7.4	Replacement Equipment	The Vendor shall assure that all equipment delivered to the Agency has been tested to ensure it is operable, free from any defects or damage and is fully operational. The Agency reserves the right to reject any and all equipment not determined to be operational and in acceptable operative order and condition. In the event any equipment becomes inoperative due to a malfunction or through normal use, the Vendor shall incur all replacement costs and repairs. The Vendor shall provide the Agency with replacement equipment within 24 hours at no charge to the Agency, including shipping and handling costs for both delivery and return.	As original equipment manufacturer, STOP controls all aspects of manufacturing and quality assurance for all proposed equipment. Before we ship equipment, each device must pass rigorous and comprehensive testing to ensure its functionality and reliability. We certify all proposed equipment is operable, free from defect or damage and operational. The Agency can reject inoperable or unacceptable equipment and return it for replacement equipment. We provide a lifetime warranty against malfunction as long as the enrollee does not abuse, damage or neglect the equipment. We also have a no-questions-asked return policy on all proposed equipment, which allows the Agency to return any piece of equipment at any time for any reason. Should any piece of equipment require repair or replacement, authorized Agency personnel retrieves the piece of equipment, exchanges it with a replacement from the Agency's onsite inventory of equipment and return the original unit to our manufacturing center. When the Agency needs to replenish its inventory, it places an order with our Solutions Center via email or toll-free telephone or fax. We process and ship the order within 24 hours of receipt, Monday through Friday (excluding holidays), between the hours of 8 a.m. and 3 p.m. Central Time. We absorb all maintenance, repair and replacement costs as well as all shipping costs to and from the Agency.
7.5	Lost/Damaged/Stolen	At no additional cost, the Vendor shall supply replacements for lost, stolen and damaged equipment up to five percent (5%) per year of the Agency's active units/systems. The Vendor shall have three (3) working days to replenish requested stock. All units shall be maintained at the Agency's office for use as immediate replacements, when needed. Vendor must detail within their Price Sheet the per component replacement cost for each component of every proposed equipment model.	When a piece of equipment is lost, stolen or damaged by an enrollee and is unrecoverable, the supervising officer logs into VeriTracks and reports it as unrecoverable. When the Agency needs to replace unrecoverable equipment, it places an order with our Solutions Center via email or toll-free telephone or fax. We process and ship the order within 24 hours of receipt, Monday through Friday (excluding holidays), between the hours of 8 a.m. and 3 p.m. Central Time. Standard shipping is second day air and overnight shipping is available at no additional cost. We absorb the cost of replacement equipment if it is lost, stolen or damaged up to the equivalent of 5 percent of the Agency's annual active equipment assigned to enrollees. For lost, stolen and/or damaged equipment exceeding 5 percent of the Agency's annual volume of active equipment assigned to enrollees, the Agency

			reimburses STOP for the cost of replacing unrecoverable equipment. Replacement costs for all proposed equipment are listed on our Price Worksheets.
8.0	**SECTION H Training Requirements**		
Item	**Function**	**Description**	**Describe how Vendor meets or exceeds specifications**
8.1	On-Site Initial Training	Vendor shall provide initial on-site training by experienced staff with thirty (30) days of start of Agency's contract, unless an alternate training schedule is agreed upon. Additional on-site training via webinar shall be provided within 48 hours of request. Ongoing training shall be provided as agreed mutually between vendor and agency."	STOP provides comprehensive training to the Agency upon request. We work in partnership with the Agency to develop and implement effective training courses for all authorized Agency personnel. Our trainers are knowledgeable and experienced STOP employees who facilitate training courses in a professional manner. We provide on-site and online training courses: initial, refresher, follow-up and new functionality. On-site training takes place at locations selected by the Agency on mutually agreeable dates and times. We provide all training and training materials. The only items we do not provide are a training room and a computer with a high-speed Internet connection for each trainee. The initial training course typically takes place on-site and requires a 1.5-day commitment. It covers all aspects of our monitoring system, including how to install, maintain and operate all monitoring equipment; manage equipment inventory; create, modify and review enrollee information and enroll/un-enroll enrollees; understand monitoring data, notifications and reports; interpret maps and create, modify, assign and review zone and zone schedules; determine an enrollee's current location; configure hardware and software; and troubleshoot issues. The initial training course takes a hands-on approach. Trainees use the actual hardware and software to build confidence with our monitoring system. We can provide on-site training for any class size. However, most classes have 15 trainees or less to allow for more one-on-one interaction between the trainer and trainees. Ultimately, on-site class size is limited by the size of the room and the number of computers the Agency can provide. Several months after the initial training course, we conduct a checkup to ensure all authorized Agency personnel understand our system and are able to use it effectively and efficiently. If necessary, we provide refresher training at this time. We also provide follow-up training at any time throughout the term of the contract.

			Whenever we enhance our hardware or software, we distribute release notes. Depending on the type of functionality, we also provide training via live webinars, which are also recorded and stored online for viewing at a later date. In addition to this support for customers, we also provide Proactive Customer Assistance to each Agency. This intensive customer support occurs during the first 120 contract days, or after the program launches if there is delay in launching. Our Tier II Solutions Center Technicians remotely shadow every officer's caseload by reviewing the Daily Summary Report. If a Technician notices a recurring event or a trend with certain events, he/she works with the designated supervising officer on an individual basis to review the data and find solutions to resolve the issue while maintaining enrollee accountability and public safety. Our Technicians also provide hints and tips for maximizing VeriTracks and its data. The nature of the intensive support allows supervising officers to gain a greater comfort level with our system at a fast pace, which is especially helpful when an Agency transitions from one vendor's system to another.
8.2	On-Site Initial Training	Delete.	
8.3	Onsite Ongoing Training	Delete.	
8.4	Manuals/ Installation Guides	The Vendor shall provide training and/or user manuals upon each Officer's initial orientation training in hardcopy or soft file format such as PDF may be provided at the request of the Agency. All training and all associated training manuals shall be provided at no cost to the Agency.	STOP provides every trainee with the most current version of our comprehensive training guide in hard and soft copy formats for initial training. We also provide hard copies of our User Manual upon request. The User Manual is also accessible online in soft copy format in VeriTracks through a link in the header section. All training materials, including our User Manual, training guides, quick reference guides and self-paced training videos on specific topics, are available in our secure, online library. We provide all training and related materials at no additional cost.

8.5	Training Materials	The Vendor shall provide all materials and equipment necessary to perform the training and shall utilize actual equipment currently being utilized. All training manuals may be hardcopies or soft file format, user friendly, and kept up to date with the most current training protocols. Training manuals shall be provided for each Agency staff member trained and upon the request of the Agency Program Manager. The training curriculum and evaluation forms that will be utilized for all training purposed should be submitted by Vendor.	STOP's training courses are hands-on. We provide trainees with the actual current hardware and software being used. Our User Manual and training guides are comprehensive, current and userfriendly. They are available in both hard and soft copy format. Our standard policy is to provide each trainee with a hard copy of our training guide. When requested, we provide each trainee with a hard copy of our User Manual. A copy of our initial training curriculum outline and the evaluation form are included with our proposal.
8.6	Webinar and Online Training	The Vendor shall make available to officers remote webinar and online training sessions which demonstrate device applications after initial orientation per officer. The Vendor shall provide Webinar online and online. Training for system, software and hardware updates.	We provide secure, live webinar-based (online) training sessions to authorized Agency personnel on mutually agreeable dates and times throughout the term of the contract. Our webinars are usually topic specific, but we can also lead initial or refresher training in an online format. Authorized Agency personnel also have unlimited access to our library of online training materials, including our User Manual, training guides, quick reference guides and self-paced training videos on specific topics. They are available on a secure website 24 hours a day, 365 days.
9.0	**SECTION I Additional Requirements**		
Item	**Function**	**Description**	**Describe how Vendor meets or exceeds specifications**
9.1	Vendor Staff	The Vendor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services are highly trained and qualified.	STOP's account management team has extensive knowledge and experience in the electronic monitoring industry. The anchor of the team is the dedicated Account Manager, who is responsible for the Agency's highest level of satisfaction with our monitoring system. The Account Manager provides all account management including the coordination of all training, technical support and supervises the following of our Implementation Plan to ensure the Agency experiences a smooth transition and continued operations. He/she has access to all STOP resources – trainers, Solutions Center Technicians, hardware engineers and software developers – and can draw on them as needed. The Account Manager reports to Darryl Fulton, our Director of Account Management, who has more than 15 years of experience in the community corrections industry. He oversees all account management and supports the Account Manager as needed. The

			Account Manager also works closely with Martrella Morris, Director of Training, who has eight years of experience in training, and Jamie Bennett, Director of Product Support, who has eight years of experience in call center operations. Ms. Morris is responsible for the provision of all training and related materials. Mr. Bennett is responsible for the effective and efficient operations of the Solutions Center, which provides help desk/technical support and Monitoring Center services 24 hours a day, 365 days a year. He also supervises all Solutions Center Technicians. The Account Manager also receives support from Dave LeJeune, Jr., VP of Software Systems; Stephen Freathy, VP of Engineering; and Greg Utterback, Chief Development Officer. Mr. LeJeune is our technical expert for software development and functionality and Mr. Freathy is our technical expert for hardware development and functionality. Mr. Utterback is the lead contact during contract negotiations. He also maintains contact with the Agency throughout the term of the contract to ensure we meet and anticipate its evolving needs.
9.2	On-Site Service	The Vendor shall provide remote diagnostic support and trouble-shooting technical assistance via a toll-free telephone line 24 hours a day, seven (7) days a week, including holidays. In the event of technical problems that are not resolved from a remote location, the Agency Program Manager, upon request, may require the Vendor to provide on-site, technical assistance within 72 hours.	Our dual-purpose Solutions Center provides secure and confidential help desk/technical support 24 hours a day, 365 days a year. When authorized Agency personnel need support, they contact the Solutions Center by email or toll-free telephone or fax. Solutions Center Technicians respond to all types of requests, from answering technical questions to facilitating impromptu oneon- one training sessions. They provide assistance with all aspects of our monitoring system, including how to use all hardware and software; understand monitoring data; interpret maps, notifications and reports; determine the current or historical location of one or more enrollees; and troubleshoot issues. If necessary, they can use GoToMeeting® to respond to queries online. The Solutions Center has three tiers of help desk/technical support. Solutions Center Technicians provide Tier I support, resolving more than 95 percent of the inquiries. If Tier I support cannot resolve the issue, the technician elevates it to Tier II, where an analyst works with the user to achieve resolution. In the rare event Tier III support is needed, our hardware and/or software

			Tier III support is needed, our hardware and/or software engineering team is brought into the loop, depending on the issue. Less than five percent of inquiries need higher levels of support. In the event the Agency's issues cannot be resolved through our Solutions Center, our Account Manager provides on-site assistance within 72 hours after receipt of request.
9.3	Litigation-Related Testimony	The Vendor shall make available qualified personnel to provide testimony as requested or subpoenaed. Affidavit, expert witness testimony, violation hearing testimony, or any other GPS expert testimony/certification shall be provided at no additional cost to the Agency. The Vendor shall immediately notify the Agency GPS Program or designee upon receipt of any subpoena involving or affecting the Agency.	STOP routinely attests to the methodology and performance of our monitoring system in administrative and legal proceedings at no additional cost to the Agency. VeriTracks generates reliable and valid monitoring data that is admissible as evidence. We can provide written certifications of data to substantiate their accuracy to the presiding official or judge. When requested or in response to a subpoena, we can also submit an affidavit and/or make qualified personnel available to appear and testify as an expert witness in any administrative or legal proceedings at no additional cost. Our expert witness has extensive knowledge, experience and training in electronic monitoring. We immediately notify the Agency's program manager immediately when receiving any legal process concerning the Agency's monitoring data.
9.4	Quality Assurance Program	The Vendor shall have a formal quality assurance/quality control program in place that demonstrates that internal review and quality control processes are in place and routine evaluations of the quality of the system, equipment and service are performed to ensure compliance with the terms and conditions of the Contract.	Our quality control program addresses all aspects of our monitoring system including: the design, manufacture, shipping, repair, replacement and support of monitoring equipment; the design, implementation, integration, testing, deployment and maintenance of monitoring software; the provision of account management, training, help desk/technical support and Monitoring Center services; the detection and prevention of errors; and the provision of quality assurance for the equipment and services listed in the solicitation. We evaluate and improve our quality control program on a continual basis to meet and exceed the Agency's standards of performance.

9.5	Monitoring and Evaluation Requirements	The Agency Program Manager or designated staff may perform Agreement compliance reviews during the term of the Agreement. The Agency Program Manager may include periodic review of compliance with contract service delivery. The Agency Program Manager will provide written compliance reports to the Contractor. When issues of non-compliance are identified, a written Corrective Action Plan (CAP) will be required of the Vendor. The CAP is to be submitted to the Agency Program Manager within ten (10) days of receipt of the Agreement compliance review report. Failure to correct deficiencies after thirty (30) days from the date of receipt of the written Agreement compliance review report notating the deficiencies may result in determination of breach of contract and termination of services.	We understand and agree to the Agency's program manager periodically conducting compliance reviews and submitting written compliance reports throughout the term of the contract. We understand the program manager provides a copy of compliance reports to us. If the program manager identifies issues of noncompliance, we submit a Corrective Action Plan (CAP) to the program manager within 10 days after receiving the compliance report. We understand and agree failure to correct issues of noncompliance within 30 days after receipt of the compliance report may result in determination of breach of contract and termination of services.
9.6	Performance Measures Requirements	The Vendor shall ensure that the below stated performance outcomes and level of achievement are met during the term of the Contract:	We understand and agree to ensure all aspects of our monitoring system achieve the following performance measures and outcomes throughout the term of the contract.
9.7	Performance Measures Requirements	a. Ninety-five percent (95%) of all required reports shall be timely submitted.	We agree to submit 95 percent of all required reports in a timely manner.
9.8	Performance Measures Requirements	b. Ninety percent (90%) of training evaluation forms completed on the Vendor's training sessions shall indicate a score of satisfactory or better.	We agree 90 percent of our training course evaluation forms are expected to reflect a score of satisfactory or better. We will make the needed modifications to our training curriculum and instruction to achieve the requirement.
9.9	Performance Measures Requirements	c. Ninety percent (90%) of officer's, supervisors and Manager evaluation forms completed on the Vendor's hardware, system software, monitoring center services and overall customer support shall indicate a score of satisfactory or better.	We agree 90 percent of our evaluation forms completed by supervising officers, supervisors and managers on our hardware, system software, Monitoring Center services and overall support will reflect a score of satisfactory or better. We will make the needed modifications to achieve the requirement.
9.10	Performance Measures Requirements	d. One hundred percent (100%) of system failures shall be reported to the Agency within thirty (30) minutes of occurrence.	We agree to report all (100 percent) system failures to the Agency within 30 minutes of occurrence. We will continue to update the Agency on the status of the failure and afterward submit a report detailing what happened and what steps we are taking to mitigate the chance of the failure happening again.
9.11	Performance Measures Requirements	e. One hundred percent (100%) of monthly usage charges shall be invoiced to the Agency within 15 days after the end of the month service is provided.	We agree to submit all (100 percent) monthly usage charge invoices to the Agency within 15 days after the end of the month service is provided.

9.12	Performance Measures Requirements	The Vendor shall advise the Agency, in writing, of any extenuating circumstances that will prohibit the Vendor from meeting the above-outlined performance measures. The Vendor shall provide quarterly performance plan reports to the Agency Program Manager.	STOP understands and agrees to notify the Agency in writing of any extenuating circumstances prohibiting us from meeting these performance measures and outcomes. We provide performance plan reports to the Agency's program manager on a quarterly basis.
9.13	Background Checks	The Vendor shall conduct Criminal background checks for security purposes on all of its employees designated as GPS tracking and monitoring staff. The results of the background checks shall be available for review by the Agency. The MCC Contract Administrator on behalf of the Agency has full discretion to require the Vendor to disqualify, prevent, or remove any of its staff from any work being performed under the Contract upon the report of an unsatisfactory background check.	Prior to an offer of employment, all candidates must pass a comprehensive background check, including a criminal background check and a drug screen. If requested, we provide the results of the background checks to the Agency. The Agency has the discretion to require us to disqualify, prevent or remove any employee from performing any work under this contract once the report of an unsatisfactory background check is received.
9.14	Background Checks	The Vendor shall not offer employment to any individual or assign any individual to work under this Contract, who has not had a background check, conducted and the findings of the background check have been determined to be satisfactory.	We do not offer employment to anyone or assign anyone to work under this contract, who has not successfully passed a background check. If a candidate does not pass the background check, an offer of employment is not made.
10.0	**SECTION J Additional Vendor's Equipment and Services**		
Item	**Function**	**Description**	**Describe how Vendor meets or exceeds specifications**
10.1		The Vendor may offer additional Equipment and Services. The Vendor should provide list and include a summary of each additional piece of equipment, to include: one device or system devices, description, training manuals, functionality, service, and optional pricing. Services may be negotiated based on each user Agency's needs.	BLUtag can be paired with BLUbox, an optional GPS monitoring accessory, for an enrollee who lives in a geographic area with limited GPS reception. BLUbox is placed in the enrollee's home with an RF signal range of small (100 feet), medium (200 feet) or large (300 feet). When the enrollee enters BLUbox's RF signal range, BLUtag transmits an event notification to VeriTracks to confirm the enrollee's presence at home. BLUtag can also be paired with BLUhome, an optional homebased monitoring receiver unit, for an enrollee who lives in an area with limited cellular telephone reception. BLUhome is placed in the enrollee's home with a default RF signal range of small (100 feet), medium (200 feet) or large (300 feet) or a custom RF signal range from five to 300 feet in approximately one-foot increments of approximately one foot. When the enrollee enters BLUhome's RF signal range, BLUtag transmits an event notification to VeriTracks to confirm the enrollee's presence at

			home and curtails its receipt of GPS signals. BLUtag transmits monitoring data to BLUhome through an encrypted RF signal. BLUhome transmits data to VeriTracks via the landline telephone service in the enrollee's home. When the enrollee leaves BLUhome's RF signal range, BLUtag immediately resumes its receipt of GPS signals. BLUscan, our optional mobile monitoring unit, allows supervising officers to monitor up to 16 enrollees simultaneously without making visual contact. This is helpful if multiple enrollees are in the same location, such as school or work. It records continuously or on an as-needed basis and store up to 5,000 events in its memory. BLUscan records tamper and zone violations as well as low battery events. It also records the status of BLUtag's GPS signal. BLUscan receives power from a rechargeable battery, a standard 110-volt AC electrical outlet or a vehicle's cigarette lighter receptacle. It has a built-in stand for hands-free viewing.
11.0	**SECTION K Vendor Provided Offender Services**		
Item	**Description**		**Describe how Vendor meets or exceeds specifications**
11.1	The Vendor may offer, Offender Funded/Full Service Programs. The Vendor shall provide locally based staff to implement this program and may recoup the costs for their services directly from the offender. Services may be negotiated based on each user Agency's needs and may include any/all of the following: • Offender Enrollment • Offender Initial Contact • Installing of Devices on Offender • Monitoring of Offender with Initial Investigation of Alerts with Notification to Officer on Verified Violations • Field Service Calls/Maintenance of Equipment • Offender orientation, fee assessment and collection of fees from Offender • Case Management Services • Work/school verification • Schedule entry/maintenance • Collateral office visits to review compliance, adjust schedules.		STOP works with our nationwide network of local independent service providers to provide a variety of case management services including: enrollment/un-enrollment, enrollee orientation, equipment installation and removal, field service calls for maintenance, receiving enrollee monitoring payments, verifying attendance at work and/or school, schedule maintenance and inperson office visits. All Monitoring Center services are performed by our Solutions Center Technicians.

Additional Information on Category 3 – Satellite Monitoring and Remote Tracking Service (GPS)

As per Section 4.17 of WSCA's solicitation, we submit the following information on BLUtag, our proposed one-piece GPS monitoring device, and VeriTracks, our proposed secure and reliable cloud-based monitoring application.

BLUtag: One-piece GPS Monitoring Device

BLUtag is the most widely used Global Positioning System (GPS) monitoring device in the nation, which revolutionized the electronic monitoring industry when it was introduced in 2005. Today, BLUtag is used by more than 350 government agencies and independent service providers in 42 states and the District of Columbia. The California Department of Corrections and Rehabilitation, which establishes many industry standards with the largest active GPS monitoring program in the nation, has used BLUtag since the inception of its program in 2005. Our customers use BLUtag to monitor and track adult and juvenile enrollees with a wide range of classifications, including pre-trial defendants, probationers, parolees, sentenced offenders, sex offenders, high-risk offenders and gang members.

BLUtag is the most widely used and the most advanced and proven GPS monitoring device in the industry. It detects, records and reports attempts by the enrollee to jam or shield the device from receiving GPS signals.

Since BLUtag's first deployment in 2005, STOP has routinely upgraded the device and updated its functionality to meet the evolving needs of customers. Currently in its fifth generation, BLUtag is the most advanced and proven one-piece GPS monitoring device in the industry. It has been in use longer than any other one-piece GPS monitoring device.

BLUtag monitors and tracks the location and movements of enrollees in active, passive or hybrid GPS monitoring mode without the need for changing out equipment. In all monitoring modes, BLUtag receives, records and reports one GPS location point per minute at all times.

BLUtag: GPS Jamming and Shielding Detection

BLUtag is the most advanced GPS monitoring device in the industry with the capability of detecting, recording and reporting suspected GPS jamming and shielding events. Jamming occurs when an external source interferes with BLUtag's receipt of GPS signals, which an enrollee can do with an inexpensive,

illegal GPS jamming device. Shielding occurs when a foreign substance blocks BLUtag's receipt of GPS signals, which an enrollee can do with common household items according to instructions easily found on the Internet.

Our proprietary technology continuously checks for specific conditions over a designated length of time indicating GPS jamming or shielding. If these conditions exist, BLUtag generates a jamming or shielding event and immediately transmits an event notification to VeriTracks, which forwards the notification to our Solutions Center Technicians as well as the supervising officer and any other designated recipients.

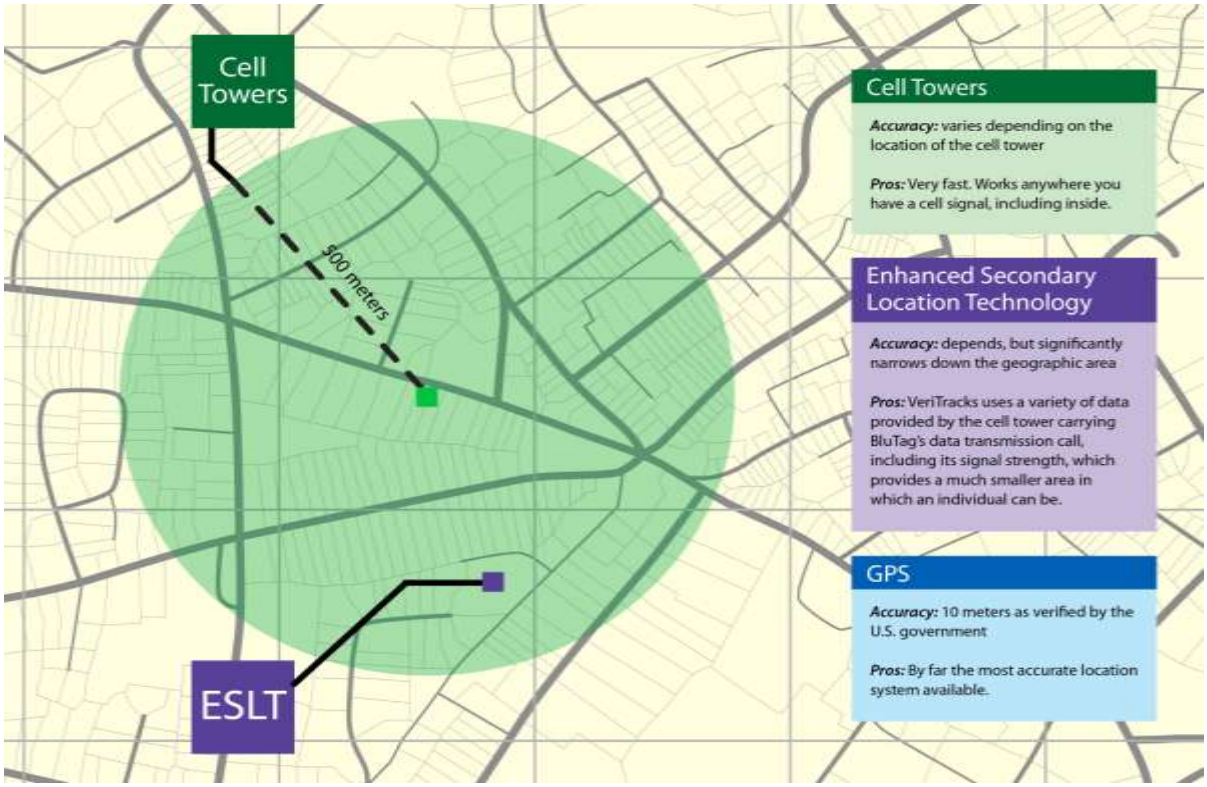
When an offender who is wearing a device without jamming and shielding detection engages in jamming or shielding, the only notification the supervising officer receives is a "no GPS" event notification. He or she has no information about the root cause. With BLUtag, he or she has intelligence about what the offender is actually doing (i.e. jamming or shielding) rather than what the device is not doing (i.e. not receiving GPS signals). As a result, the supervising officer can take decisive action when he or she receives a jamming or shielding notification.

BLUtag: Enhanced Secondary Location Technology (ESLT)

BLUtag tracks the movements of enrollees using GPS signals at all times. However, if BLUtag is unable to receive GPS signals for a designated period of time, it activates Enhanced Secondary Location Technology (ESLT), a backup location technology, to track the enrollee's movements. ESLT draws on a variety of cellular network data, including strength of signal. Some vendors offer devices incorporating cellular tower tracking technology, which uses the position of cellular towers to estimate the enrollee's location. This estimate, however, can be more than two miles in diameter. ESLT determines the enrollee's location within a smaller and more specific area.

Benefits of BLUtag, the Original One-Piece GPS Device

- Detects and reports suspected incidents of GPS jamming and shielding using our proprietary technology, *the first GPS device with such capability on the market*
- Minimizes interference by using a high-sensitivity 20-channel GPS receiver with Wide Area Augmentation System
- Uses Enhanced Secondary Location Technology (ESLT) to locate the enrollee when it is unable to receive GPS signals
- Receives one GPS location point every minute, ensuring enrollee accountability and public safety
- Pairs with BLUbox for monitoring in areas with limited GPS reception and for extending the life of BLUtag's battery charge
- Pairs with BLUhome for monitoring in areas with limited cellular telephone reception and for extending the life of BLUtag's battery charge
- Operates for at least 48 hours on a single battery charge, the longest battery charge life for a GPS monitoring device receiving one location point per minute
- Requires minimal enrollee involvement: recharge the battery one hour per day
- Factory-sealed in an industrial-grade plastic case, eliminating the risk of improper battery installation and lost replacement batteries
- Comes with a lifetime warranty and a no-questions-asked return policy


Cell Towers
500 meters
ESLT
Cell Towers
Accuracy: varies depending on the location of the cell tower
Pros: Very fast. Works anywhere you have a cell signal, including inside.
Enhanced Secondary Location Technology
Accuracy: depends, but significantly narrows down the geographic area
Pros: VeriTracks uses a variety of data provided by the cell tower carrying BluTag's data transmission call, including its signal strength, which provides a much smaller area in which an individual can be.
GPS
Accuracy: 10 meters as verified by the U.S. government
Pros: By far the most accurate location system available.

BLUtag uses ESLT when it is unable to receive GPS signals. ESLT is more effective at locating an enrollee than the traditional cellular location technology used by other vendors.

BLUtag: Battery and Memory

BLUtag's rechargeable battery powers the device for at least 48 hours on a single charge, the longest battery charge life for a GPS monitoring device receiving one location point per minute. It has a life expectancy of at least 24 months of continuous use. BLUtag's built-in, non-volatile memory stores up to 10 days of data. Because the memory is non-volatile, BLUtag does not lose any data even if it powers down due to battery depletion.

BLUtag: Optional Monitoring Equipment

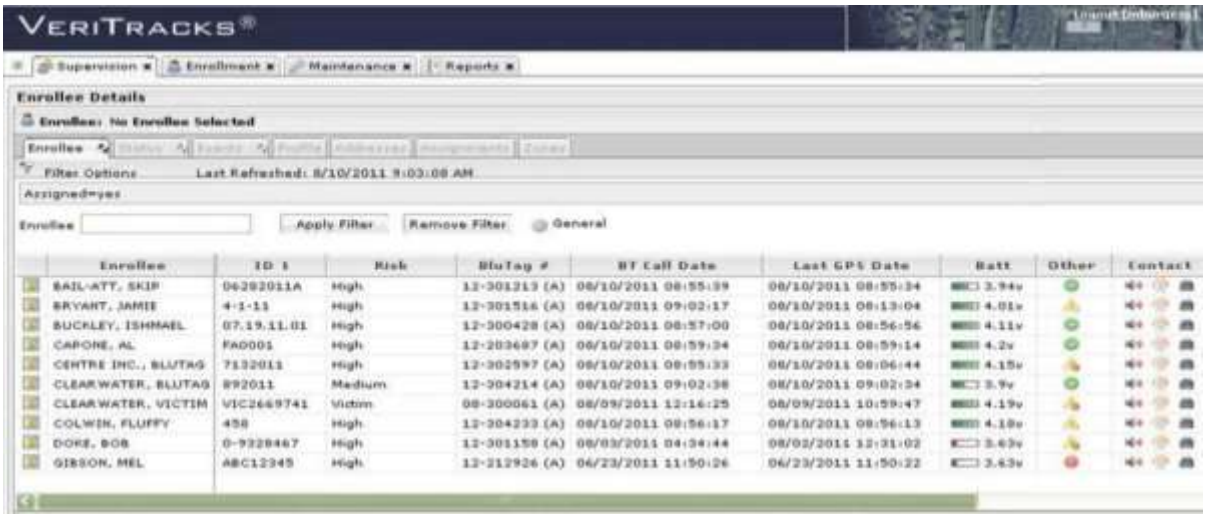
BLUtag can be paired with BLUbox, an optional home-based monitoring accessory, for an enrollee who lives in a geographic area with limited GPS reception. BLUbox is placed in the enrollee's home. When the enrollee enters BLUbox's RF signal range, BLUtag sends an event notification to VeriTracks to confirm the enrollee's presence at home.

BLUtag can also be paired with BLUhome, an optional home-based monitoring unit, for an enrollee who lives in an area with limited cellular telephone reception. When the enrollee enters BLUhome's RF signal range, BLUtag sends an event notification to VeriTracks to confirm the enrollee's presence at home and curtails its receipt of GPS signals and transmits monitoring data to BLUhome through an encrypted RF signal. BLUhome transmits data to VeriTracks via the analog or most digital landline telephone service in the enrollee's home.

BLUtag can be paired with BLUbox (left) when the enrollee lives in an area with inadequate GPS reception or BLUhome (right) when the enrollee lives in an area with inadequate cellular telephone reception.

VeriTracks: Cloud-based Monitoring Application

VeriTracks is our secure and reliable cloud-based monitoring application, which receives, stores and distributes date- and time-stamped monitoring data from BLUtag on a continuous basis via nationwide cellular telephone service. It is accessible 24 hours a day, 365 days a year to authorized Agency personnel from any computer with a high-speed Internet connection and standard web browser. While logged into VeriTracks, authorized Agency personnel are able to manage inventory; create, modify and view enrollee information; enroll and unenroll enrollees; assign equipment; create, modify, view and assign zones and zone schedules; review monitoring data; monitor and track enrollees on maps provided by Google Maps™; and generate, download and print reports. VeriTracks also distributes automated event notifications to designated recipients according to their preferred schedule and method of receipt – email, fax, page and/or text message.

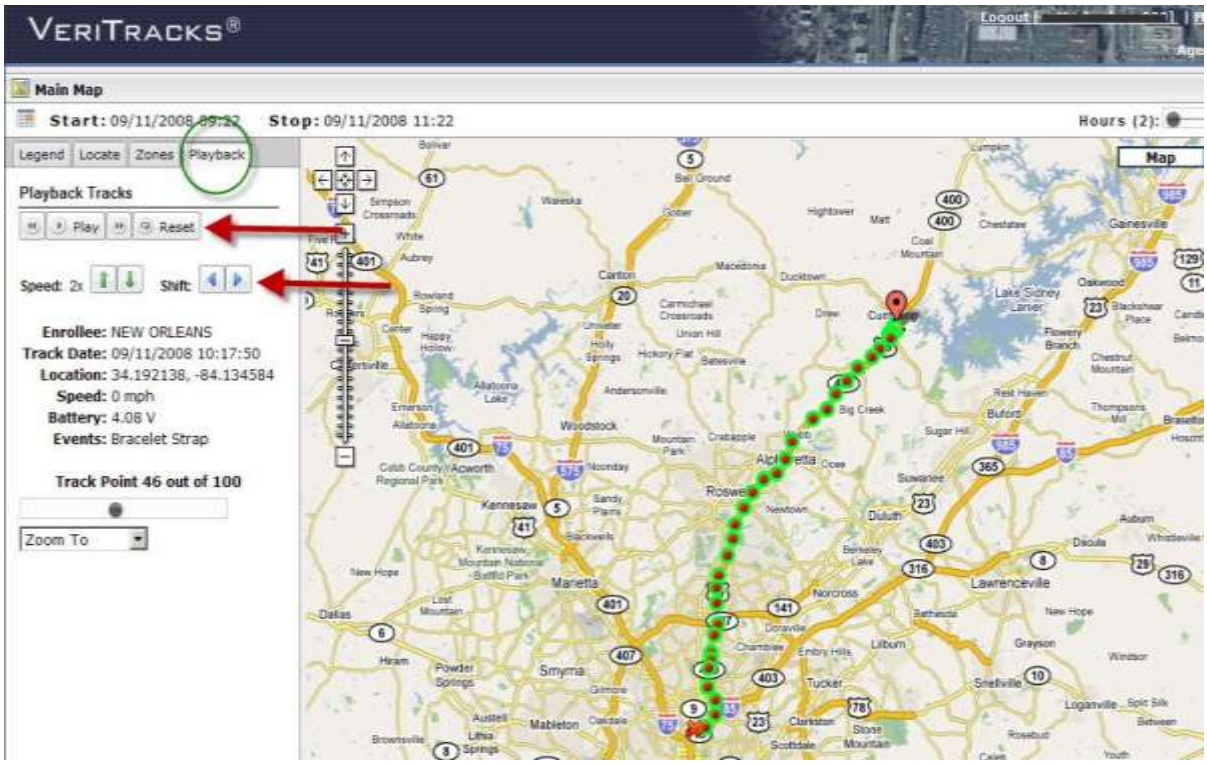


VeriTracks receives, stores and distributes date- and time-stamped monitoring data from BLUtag via nationwide cellular telephone service 24 hours a day, 365 days a year.

VeriTracks: Maps

VeriTracks displays the current location and previous movements (“tracks”) of one or more enrollees simultaneously on maps provided by Google Maps™, which has the same robust functionality as the commercial version. There are five types of maps in VeriTracks: a) map view, a standard roadmap with

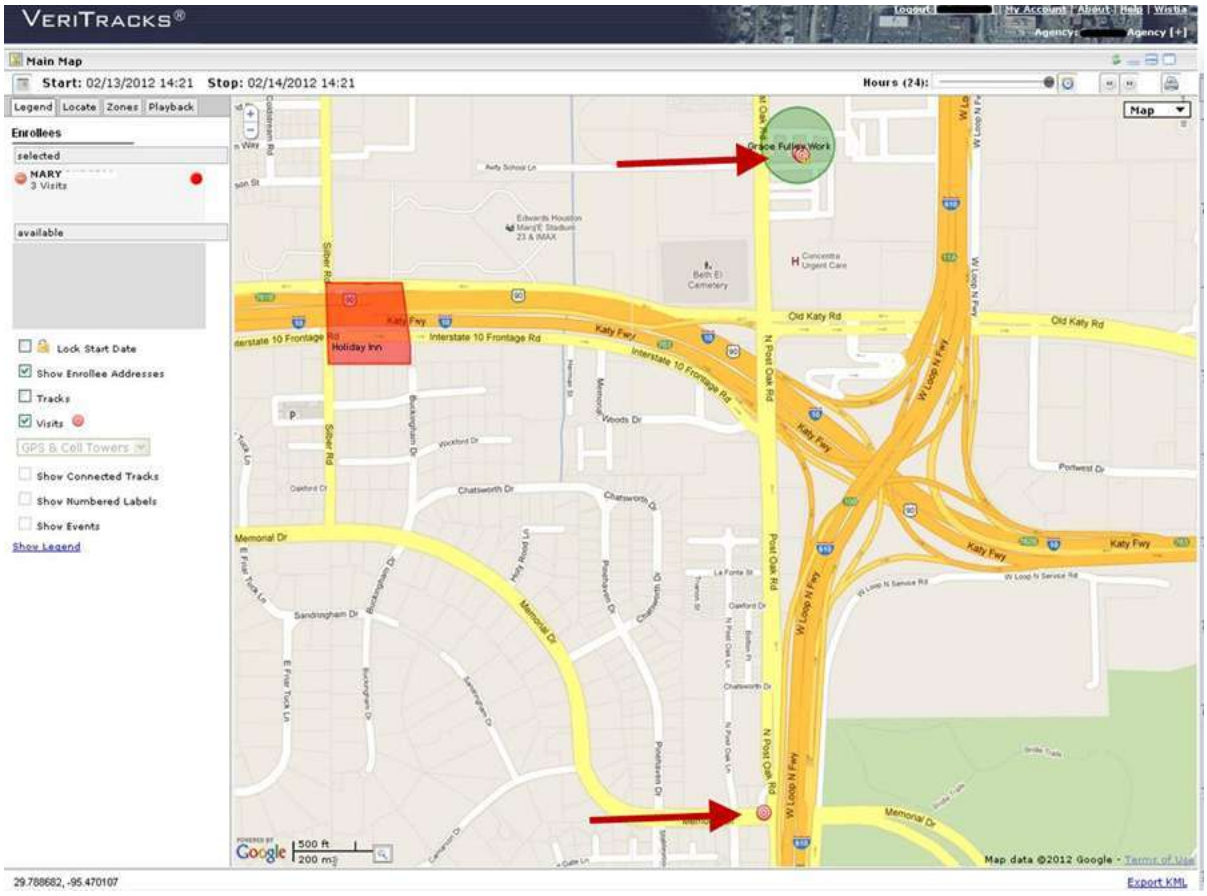
street and landmark labels (businesses, schools, etc.); b) satellite view, an aerial photograph; c) hybrid view, an aerial photograph with street and landmark labels; d) terrain view, a standard topographic map; and e) Street View, a panoramic street-level image. The enrollee's most current location point appears on the map as an "X." When the supervising officer clicks on a point, a pop-up window displays the track date and time; latitude/longitude coordinates; nearest address and Street View (where available); the enrollee's speed; the device's battery status; and open events. Authorized Agency personnel can also zoom into and out of the map; play, rewind and fast-forward the enrollee's tracks; and save and print the map for future reference.



The supervising officer can zoom into and out of the map using the zoom bar on the top left corner of the map. He or she can also play, rewind and fast-forward the enrollee's tracks using the Playback tab of the Map Panel on the left side of the screen.

VeriTracks: Visits

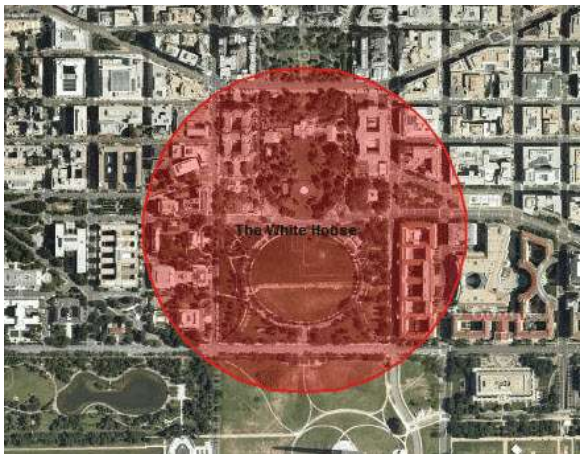
With our exclusive Visits™ functionality, the supervising officer can view the areas where the enrollee stops over for at least five minutes. The enrollee's Visits appear on the map as red bull's eyes. When the supervising officer clicks on a bull's eye, the map reveals all the location points within that Visit. VeriTracks displays the Visits of one or more enrollees on the map at the same time. Our Visits functionality helps streamline the display of the 1,440 location points the enrollee's BLUtag generates every day, significantly improving the supervising officer's ability to review enrollee tracks effectively and efficiently. The supervising officer can choose to display the enrollee's location points, Visits or both.



Visits appear on maps in VeriTracks as red bull's eyes. In this map an enrollee has two Visits (red arrows added for emphasis.)

VeriTracks: Zones

While logged into VeriTracks, the supervising officer creates and views date- and time-sensitive exclusion and inclusion zones either directly on the map or by entering a specific address. Zones can be circular or polygonal. The latter can have up to 38 sides to match the size and shape of any geographical area. Once the supervising officer creates a zone, he or she can assign it to one or more enrollees with a customized schedule for each enrollee. He or she can also assign a zone to multiple enrollees with certain classifications or criteria. While viewing a zone on the map in VeriTracks, the supervising officer can move it by dragging and dropping it onto the desired location or reshape and/or resize it by dragging its edge until it is the desired size and shape. The supervising officer can also create global zones (e.g. an exclusion zone around all elementary and secondary schools) to apply to all enrollees or specific categories of enrollees in the Agency's monitoring program.



Exclusion zones appear as red overlays.

Inclusion zones appear as green overlays.

VeriTracks: Zone Schedules

The supervising officer creates a customized zone schedule for every enrollee in his or her caseload. When the supervising officer needs to make a one-time change in an enrollee's schedule, he or she simply inserts the exception into the schedule. Once the exception passes, VeriTracks automatically reverts to the standard schedule.

The supervising officer can view schedules by the week or month.

VeriTracks: Event Notifications

VeriTracks distributes automated event notifications to designated recipients according to their preferred schedule and method of receipt – email, fax, page and/or text message.

Subject Line: +BSTP

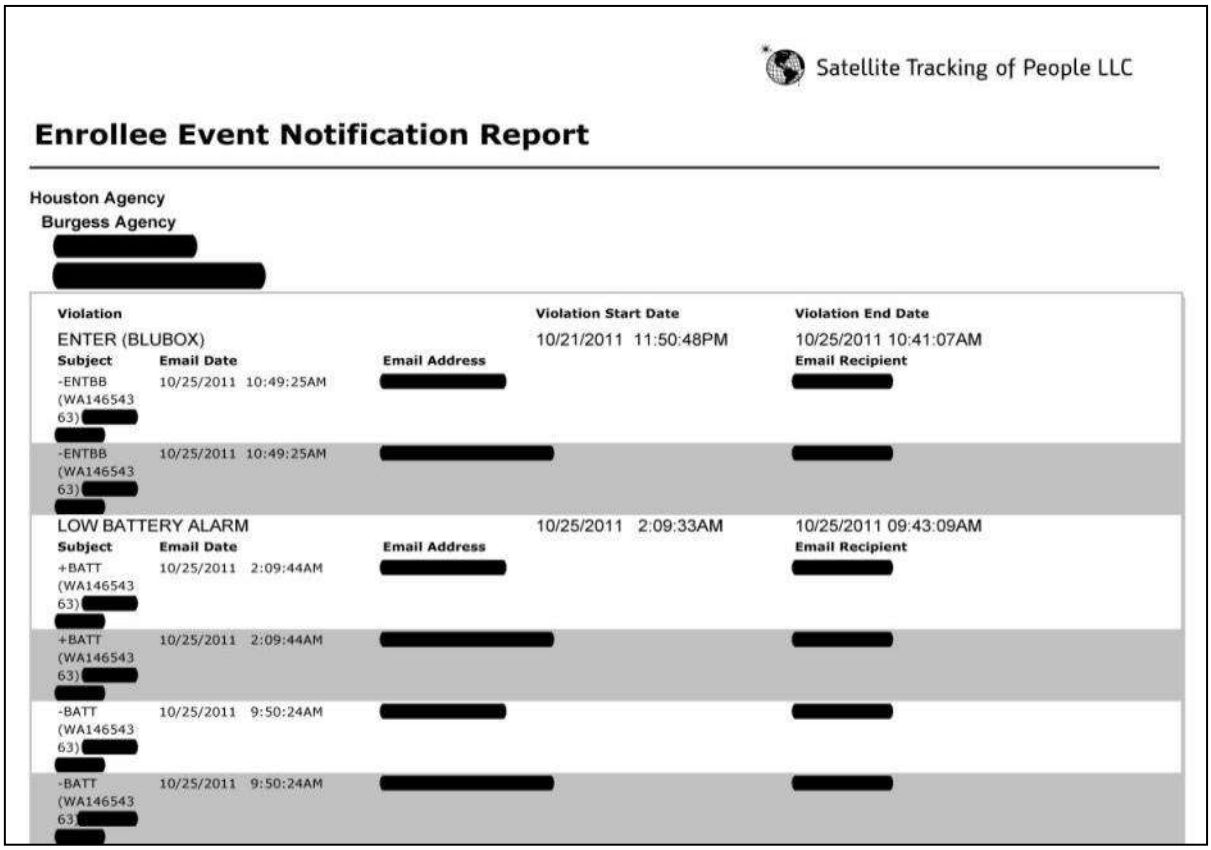
From: no-reply@stopllc.com

PID3346	Marty Morris	555-555-1212	16:40	11/30/10	Brian Moran
PID	*Enrollee*	*Enrollee's Phone*	*Time*	*Date*	*Officer*

VeriTracks transmits event notifications by email, fax, page or text message. The example above is an email notification of a strap tamper violation.

VeriTracks: Reports

VeriTracks has a robust reporting capability that meets and exceeds the Agency's need for information and evidence-based practices documentation with more than 240 reports, which contain near real-time monitoring data when generated. While logged into VeriTracks, authorized Agency personnel can generate reports containing near real-time data on a manual basis. VeriTracks can also generate and distribute reports on an automated basis. It automatically stores all generated reports for future reference. Reports can be printed and saved in a variety of formats – Adobe Reader (.pdf), comma-separated values (.csv), Microsoft Excel (.xls) and Microsoft Word (.doc). If the Agency has additional reporting needs, our report writers can develop and implement custom reports. Most of the 240 reports in VeriTracks were originally developed and implemented as custom reports. Once the Agency approves the report's format, we add the report to VeriTracks.



Satellite Tracking of People LLC

Enrollee Event Notification Report

Houston Agency
Burgess Agency
[redacted]

Violation			Violation Start Date	Violation End Date
ENTER (BLUBOX)			10/21/2011 11:50:48PM	10/25/2011 10:41:07AM
Subject	**Email Date**	**Email Address**		**Email Recipient**
-ENTBB (WA146543 63)[redacted]	10/25/2011 10:49:25AM	[redacted]		[redacted]
-ENTBB (WA146543 63)[redacted]	10/25/2011 10:49:25AM	[redacted]		[redacted]
LOW BATTERY ALARM			10/25/2011 2:09:33AM	10/25/2011 09:43:09AM
Subject	**Email Date**	**Email Address**		**Email Recipient**
+BATT (WA146543 63)[redacted]	10/25/2011 2:09:44AM	[redacted]		[redacted]
+BATT (WA146543 63)[redacted]	10/25/2011 2:09:44AM	[redacted]		[redacted]
-BATT (WA146543 63)[redacted]	10/25/2011 9:50:24AM	[redacted]		[redacted]
-BATT (WA146543 63[redacted]	10/25/2011 9:50:24AM	[redacted]		[redacted]

The Enrollee Event Notification Report is a common VeriTracks report. It lists all event notifications (i.e. alarms, alerts) for a specified enrollee.

VeriTracks: Automated Crime Scene Correlation

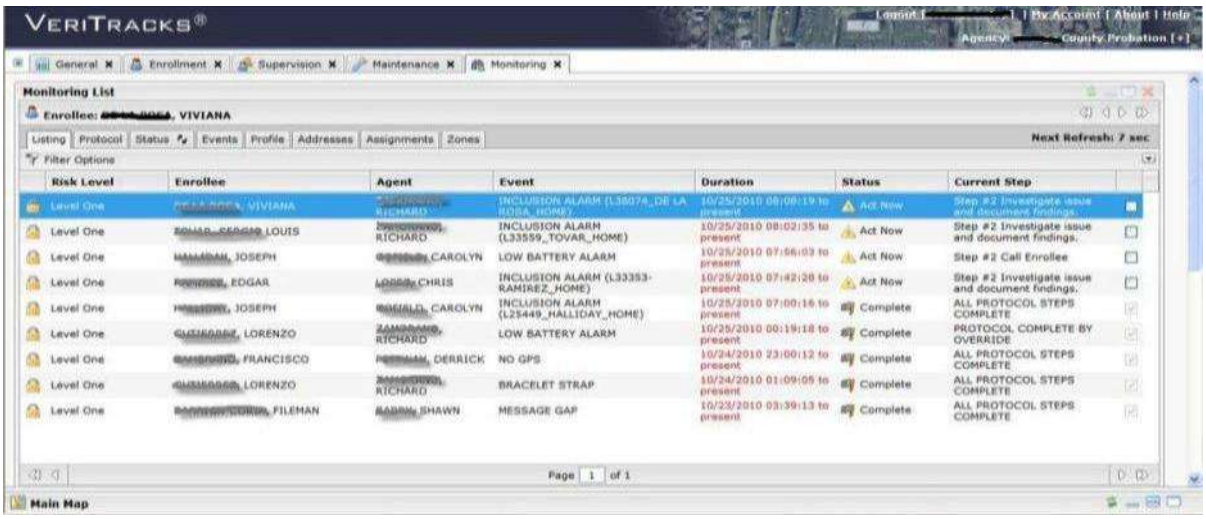
VeriTracks includes Automated Crime Scene Correlation (ACSC), which interfaces with the records management systems of local law enforcement agencies, pulls crime and incident report data at least once per day and compares these data with the GPS monitoring data of all enrollees in the Agency's monitoring program on an automated or manual basis. When ACSC finds an enrollee who was near a reported crime or incident, it generates a hit and ranks the strength of the hit based on the enrollee's proximity and the length of time he or she was in the vicinity. ACSC emails crime scene correlation reports to the assigned supervising officer and any other designated recipients each morning.

Solutions Center

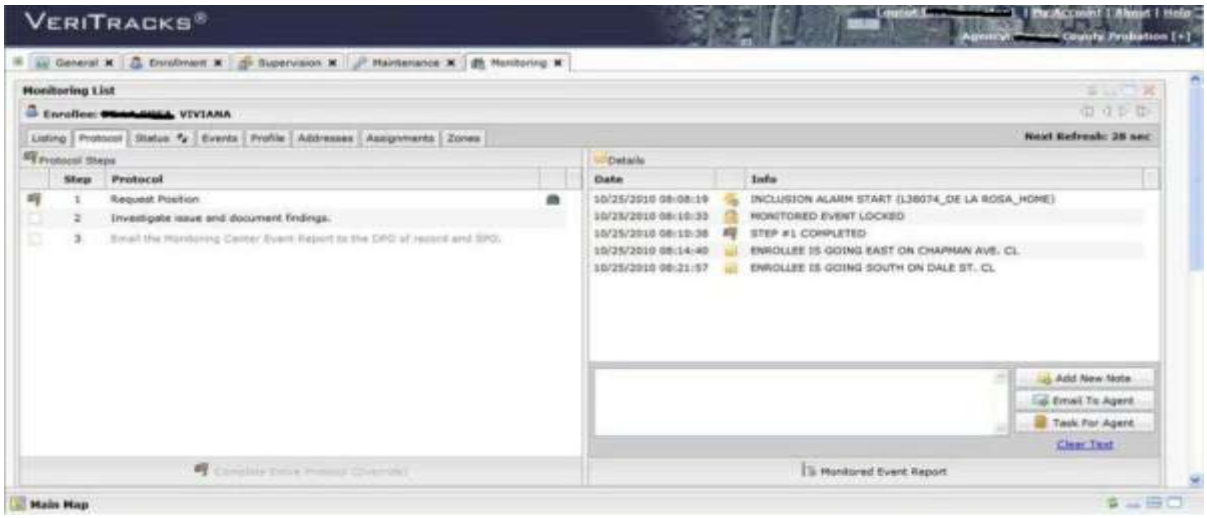
STOP's dual-purpose Solutions Center provides help desk/technical support and Monitoring Center services 24 hours a day, 365 days a year. It is located in Houston, Texas, and staffed by knowledgeable and experienced STOP employees. When the supervising officer needs help desk/technical support, he or she contacts the Solutions Center by email or toll-free telephone or fax. Solutions Center Technicians respond to all types of requests, from answering technical questions to leading one-on-one mini-training sessions. They provide assistance with all aspects of our monitoring system, including how to use all hardware and software; understand monitoring data; interpret maps, notifications and reports; determine the current location of enrollees; and troubleshoot issues. If necessary, they use GoToMeeting® to demonstrate specific tasks online.

The Solutions Center also provides completely customizable Monitoring Center services 24 hours a day, 365 days a year. Using the Monitoring Center widget, Solutions Center Technicians receive event notifications for any or all events 24 hours a day, 365 days a year or at designated days of the week and times of the day. They investigate and respond to the corresponding events in accordance with the Agency's established monitoring protocols, including confirming events, closing the events once they have been investigated and resolved and/or communicating with enrollees, supervising officers and/or any other designated personnel according to their preferred method of receipt – telephone, email, fax, page, text message or any combination thereof, depending on the protocol.

The Monitoring Center widget in VeriTracks maintains a continuously updated list of all open events and the applicable protocols to investigate and respond to them in a standardized and systematic manner according to the Agency's established monitoring protocols. The widget contains every step of every protocol for every type of event. The Solutions Center Technician must complete and manually click a checkbox next to each step before he/she can proceed to the next step. Each step includes a detailed list of instructions and/or telephone scripts when speaking to enrollees and/or supervising officers. This ensures consistent and thorough management of each event by the Technician.



The Listing tab in the Monitoring Center widget displays a list of open and confirmed events with the enrollee's name, event duration, status and current step.



The Protocol tab in the Monitoring Center widget displays a detailed list of instructions. The technician must click the checkbox to complete the step.

Data Centers

VeriTracks is concurrently operational in two geographically highly available and fully redundant data centers at all times 24 hours a day, 365 days a year. The data centers are located in the Washington, D.C., and Chicago, Illinois, areas. They are operated and maintained by a leading service provider with the largest data center presence in the industry. The data centers are classified as Tier 4, which is the highest standard for data center infrastructure, according to the American National Standards Institute (ANSI)/Telecommunications Industry Association (TIA)-942, Telecommunications Infrastructure Standard. They are also certified by the Department of Defense Information Technology Security Certification and Accreditation Process (DITSCAP) and Statement on Auditing Standards (SAS) No. 70, Service Organizations (SAS 70) Type II.

Contract 00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

APPENDIX E PRICE SHEETS

Daily is defined as 12:00 AM to 11:59:59 PM. Bid pricing shall be the not to exceed pricing on a per product/service basis.

CATEGORY 1 – RADIO FREQUENCY (RF) ELECTRONIC MONITORING

Description	Qty	Unit	Daily Rate*
Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service **Equipment/Unit (when in use):**	1 - 100	EA	$1.50
(Receiver (Home Unit) - Landline Communication Connection)	101 – 250	EA	$1.45
Body-Attached Ankle Bracelet (transmitter):	251 – 500	EA	$1.50
Mfg.: Satellite Tracking of People	501 – 1,500	EA	$1.50
Brand/Model: BLUband	1,501 – 3,000	EA	$1.60
With **Receiver/Home Unit** with Landline Connection: Product Bid:	3,001+	EA	$1.60
Mfg.: Satellite Tracking of People			
Brand/Model: BLUhome Landline **Monitoring Service/Unit (when in use):**	1 - 100	EA	$0.10
	101 – 250	EA	$0.10
	251 – 500	EA	$0.10
	501 – 1,500	EA	$0.10
	1,501 – 3,000	EA	$0.10
(*Daily rate determined on a per customer basis.)	3,001+	EA	$0.10

Description	Qty	Unit	Daily Rate*
Radio Frequency (RF) Continuous Signaling Electronic Monitoring Service **Equipment/Unit (when in use):**	1 - 100	EA	$2.30
(Receiver (Home Unit) - Cellular Communication Connection)	101 – 250	EA	$2.15
	251 – 500	EA	$2.30
Body-Attached Ankle Bracelet (transmitter):	501 – 1,500	EA	$2.30
Mfg.: Satellite Tracking of People	1,501 – 3,000	EA	$2.30
Brand/Model: BLUband	3,001+	EA	$2.40
With **Receiver/Home Unit** with Cellular Communication: **Monitoring Service/Unit (when in use)**	1 - 100	EA	$0.10
Mfg.: Satellite Tracking of People	101 – 250	EA	$0.10
Brand/Model: BLUhome Cellular	251 – 500	EA	$0.10
	501 – 1,500	EA	$0.10
	1,501 – 3,000	EA	$0.10
(*Daily rate determined on a per customer basis.)	3,001+	EA	$0.10

Contract 00212 with Satellite Tracking of People for Electronic Monitoring of Offenders

Description	Unit	Unit Price
Lost/Damaged/Stolen Equipment Replacement for above RF Continuous Signaling Electronic Monitoring Equipment		
Body-Attached Ankle Bracelet Mfg.: Satellite Tracking of People Brand/Model: BLUband	EA	$50.00
Receiver (Home Unit) – with Landline communication connection. Mfg.: Satellite Tracking of People Brand/Model: BLUhome Landline	EA	$250.00
Receiver (Home Unit) – with Cellular communication. Mfg.: Satellite Tracking of People Brand/Model: BLUhome Cellular	EA	$250.00

Description	Qty	Unit	Daily Rate*
Preferred Optional Service: Radio Frequency (RF) Random/Scheduled Tracking Service **Equipment/Unit (when in use):**	1 +	EA	$0.00
For Product Bid: Mfg.: ShadowTrack Technologies, Inc. Brand/Model: Voice Biometric Voice Verification System (Up to 5 calls per day) (*Daily rate determined on a per customer basis.)			
Monitoring Service/Unit (when in use):	1 +	EA	$1.20

Description	Order Qty	Unit	Unit Price
Preferred Optional Service: Radio Frequency (RF) Mobile (Drive By) Receiver **Equipment/Unit:** For Product Bid: Mfg.: Satellite Tracking of People Brand/Model: BLUscan	1 +	EA	$1.00

Description
Preferred Optional Service: Radio Frequency (RF) Electronic Monitoring Service – Optional Vendor Provided Offender Services
Vendor may offer and provide Radio Frequency (RF) Monitoring Service on an optional basis for both juvenile and adult Participants to Agencies operating on a local or statewide basis. Vendor shall provide staff to implement this program and may recoup the costs for their services directly from the Agency and/or Participant. Vendor's administrative fee to administer (including invoicing services) and provide an optional Offender Funded Program shall be an additional $4.00 per unit/day.
Vendor shall provide staff to implement this program and may recover the costs for their services at a negotiated amount directly from the Agency and/or Participant.
Description of Optional Services — **Typical Daily Charge**
1. Installation/Removal service — $3.00/unit/day

Description	Qty	Unit	Daily Rate*
Optional Radio Frequency (RF) Monitoring Services			
Optional Alert Notifications (Reference Specifications. 5.0)			
1. Closed-loop Notification (notify with confirmation of Officer call-back verification)	1	EA	$0.25
2. Escalating notification (notify, pause for call-back verification, escalate to notify next Officer/contact, pause, continue)	1	EA	$0.25
3. Identify any/all system automated capabilities	1	EA	$0.25
Curfew and equipment status optional alerts reports other than by web-based system and/or email (Reference Specifications. 5.1 – 5.11)			
1. By Fax	1	EA	$0.25
2. And/or by telephone	1	EA	$0.25
Verbal notification made by Monitoring Center staff to agency personnel or offenders on an optional basis (Reference Specifications. 5.12). Pricing is on a "per call" basis.	1	EA	$1.25

CATEGORY 3 – SATELLITE MONITORING AND REMOTE TRACKING SERVICE (GLOBAL POSITIONING SYSTEM (GPS)) Using One-piece Body-attached Device

Description	Qty	Unit	Daily Rate*
Satellite Monitoring and Remote Tracking Service (One-piece Body-attached Device) – Active, Hybrid and Passive Mode. **Equipment/Unit (when in use):**	1 - 100	EA	$3.00
	101 – 250	EA	$3.00
One-piece Body-attached Device Bid:	251 – 500	EA	$3.00
Mfg.: Satellite Tracking of People	501 – 1,500	EA	$3.00
Brand/Model: BLUtag	1,501 – 3,000	EA	$3.00
(Includes additional accessory (beacon/similar device) for in-home use when needed at no additional cost.)	3,001+	EA	$3.00
Monitoring Service for Active Mode/Unit (when in use):	1 - 100	EA	$0.10
	101 – 250	EA	$0.10
	251 – 500	EA	$0.10
	501 – 1,500	EA	$0.10
	1,501 – 3,000	EA	$0.10
	3,001+	EA	$0.10
Monitoring Service for Required Hybrid Mode/Unit (when in use): (Reference Specifications Sections 4a.13 and 4a.16)	1 - 100	EA	$0.10
	101 – 250	EA	$0.10
	251 – 500	EA	$0.10
	501 – 1,500	EA	$0.10
	1,501 – 3,000	EA	$0.10
	3,001+	EA	$0.10
Monitoring Service for Passive Mode/Unit (when in use):	1 - 100	EA	$0.10
	101 – 250	EA	$0.10
	251 – 500	EA	$0.10
	501 – 1,500	EA	$0.10
	1,501 – 3,000	EA	$0.10
(*Daily rate determined on a per customer basis.)	3,001+	EA	$0.10

Satellite Monitoring and Remote Tracking Service (One-Piece Body-Attached Device) – Optional Hybrid Mode. **Equipment/Unit (when in use):** One-piece Body-attached Device Bid: Mfg.: and Brand/Model: Same as Above	Same as Above	Same as Above	Same as Above
Monitoring Service for Optional Hybrid Mode/Unit (when in use): **Describe this type of service:** GPS point provided to confirm home location for curfew monitoring, then additional curfew confirmation provided through necessary equipment. Also, up to three GPS location confirmations in other locations during each day. Optional on-demand GPS locates can be available. (*Daily rate determined on a per customer basis.)	1 - 100 101 – 250 251 – 500 501 – 1,500 1,501 – 3,000 3,001+	EA EA EA EA EA EA	$0.05 $0.05 $0.05 $0.05 $0.05 $0.05

Description	Unit	Unit Price
Required: Lost/Damaged/Stolen Equipment Replacement for above one-piece body-attached device for Satellite Monitoring and Remote Tracking Service		
Body-attached Bracelet Device: Mfg.: Satellite Tracking of People Brand/Model: BLUtag	EA	$250.00
Accessory (such as beacon or similar device) for enhanced location verification and landline communication at home: Mfg.: Satellite Tracking of People Brand/Model: BLUbox or BLUhome	EA	$150.00

Description	
Preferred Optional Service: Satellite Monitoring and Remote Tracking Service for One-piece Body-attached Device – Optional Vendor Provided Offender Services	
Vendor may offer and provide Satellite Monitoring and Remote Tracking Service on a preferred optional service basis for both juvenile and adult Participants to Agencies operating on a local or statewide basis. Vendor shall provide staff to implement this program and may recoup the costs for their services directly from the Agency and/or Participant. Vendor's administrative fee to administer (including invoicing services) and provide a preferred optional Offender Funded Program shall be an additional $5.00 per unit/day.	
Vendor shall provide staff to implement this program and may recover the costs for their services at a negotiated amount directly from the Agency and/or Participant. **Description of Optional Services**	**Typical Daily Charge**
1. Manual Voice Monitoring Center Service (up to three alert types)	$1.00/unit/ day
2. Installation/Removal service	$3.00/unit/ day

ATTACHMENT B

Participating Addendum WSCA-NASPO Cooperative Purchasing Organization
Electronic Monitoring of Offenders Administered by
the State of Washington

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
Electronic Monitoring of Offenders
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT/CONTRACT
Washington Contract Number: 00212
Name of Contractor: Satellite Tracking of People, LLC
(hereinafter "Contractor")

And

Name of participating state/entity: County of Orange, acting through the Orange County Probation Department
(hereinafter "Participating State/Entity")

1. Scope: This addendum covers the purchase of electronic monitoring of offenders services through Contracts led by the State of Washington for use by state agencies and other entities located in the Participating **State/Entity** authorized by that state's statutes to utilize **state/entity** contracts with the prior approval of the state's chief procurement official.

2. Participation: Use of specific WSCA-NASPO cooperative contracts by agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use **state/entity** contracts are subject to the prior approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

3. Participating State Modifications or Additions to Master Agreement:
(These modifications or additions apply only to actions and relationships within the Participating Entity.)

[See Agreement No. MA-057-15010476 between County of Orange and Satellite Tracking of People, LLC for Provision of Continuous Electronic Monitoring Services using Global Positioning Satellite (GPS) Equipment attached and incorporated herein by reference for modifications and additions to Master Agreement.]

4. [Purposely left blank].

5. Primary Contacts: The primary contact individuals for this participating addendum are as follows (or their named successors):

Lead State:

Name:	Robert Paulson, Jr., C.P.M., Contract Administrator
Address:	State of Washington Department of Enterprise Services, Master Contracts & Consulting PO Box 41411 Olympia, WA 98504-1411
Telephone:	(360) 407-9430
Fax:	(360) 586-2426
E-Mail:	robert.paulson@des.wa.gov

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
Electronic Monitoring of Offenders
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT/CONTRACT
Washington Contract Number: 00212
Name of Contractor: Satellite Tracking of People, LLC
(hereinafter "Contractor")

And

Name of participating state/entity: County of Orange, acting through the Orange County Probation Department
(hereinafter "Participating State/Entity")

Contractor:

Name:	Greg Utterback, Chief Development Officer
Address:	Satellite Tracking of People, LLC 1212 North Post Oak Road, Suite 100 Houston, TX 77055
Telephone:	(832) 553-9502
Fax:	(832) 553-9530
E-Mail:	gutterback@stopllc.com

Participating Entity:

Name:	
Address:	
Telephone:	
Fax:	
E-Mail:	

6. Purchase Order Instructions:
All orders should contain the following (1) Mandatory Language "This order is subject to WSCA-NASPO Contract # 00212 terms, conditions, specifications and pricing." (2) Your Name, Address, Contact, & Phone-Number. (3) Other program requirements as necessary.

7. Individual Customer:
Each State agency and political subdivision, as a Participating Entity, that purchases electronic monitoring services will be treated as if they were Individual Customers. Except to the extent modified by a Participating Addendum, each agency and political subdivision will be responsible to follow the terms and conditions of the Master Agreement/Contract; and they will have the same rights and responsibilities for their purchases as the Lead State has in the Master Agreement/Contract. Each agency and political subdivision will be responsible for their own charges, fees, and liabilities. Each agency and political subdivision will have the same rights to any indemnity or to recover any costs allowed in the contract for their purchases. The Contractor will apply the charges to each Participating Entity individually.

PARTICIPATING ADDENDUM
WSCA-NASPO COOPERATIVE PURCHASING ORGANIZATION
Electronic Monitoring of Offenders
Administered by the State of Washington (hereinafter "Lead State")

MASTER AGREEMENT/CONTRACT
Washington Contract Number: 00212
Name of Contractor: Satellite Tracking of People, LLC
(hereinafter "Contractor")

And

Name of participating state/entity: County of Orange, acting through the Orange County Probation Department
(hereinafter "Participating State/Entity")

This Participating Addendum and the Master Agreement/Contract number 00212 (administered by the State of Washington) together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Agreement/Contract, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Agreement/Contract and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Addendum and the Master Agreement/Contract and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms within the Participating State.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

Participating State/Entity:	Contractor: Satellite Tracking of People, LLC
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

[Additional signatures as required by Participating State/Entity]

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA
By _____ Deputy
Date 11/18/2014

EXHIBIT 1

JUVENILE COURT ADMINISTRATIVE ORDERS OF THE ORANGE COUNTY SUPERIOR COURT

Superior Court of the State of California
County of Orange

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
~~PHONE (714) 935-7000~~
~~FAX (714) 935-7638~~
657-622-5502

Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court Administrative Order No. 11/009-906

Public Access and Media

Unless otherwise ordered by the court, these policies apply to print and broadcast coverage of both delinquency and dependency matters, whether taking place in or outside of the courtroom.

A. Cellular, digital or other portable telephone with camera or other recording capabilities:

1. All portable telephones shall be turned off prior to entering a courtroom. Display of any cellular, digital or other portable telephone in the courtroom at any time may result in the immediate seizure of the device by the Orange County Sheriff's Department or other security personnel. Offenders may be removed from the courthouse and/or subject to contempt of court with appropriate fines and sanctions

B. Use of Cameras and Recording Equipment:

1. Dependency: Pursuant to California Rule of Court, Rule 1.150(e) (6) (b), the bench officer presiding over any dependency matter shall not have discretion to permit cameras or recording equipment in the courtroom.

2. Delinquency: Pursuant to California Rule of Court, Rule 1.150 (e) (6) (b), the bench officer presiding over any delinquency matter not described in Welfare and Institutions Code Section 676(a), shall not have discretion to permit cameras or recording equipment in the courtroom.

    a. Delinquency Proceedings Described in Welfare and Institutions Code section 676(a): Permission to use cameras or recording equipment while attending non-confidential delinquency court proceedings is in the discretion of the bench officer presiding over the matter. A Judicial

Council Form MC 500 and proposed order MC510 must be completed and filed at Juvenile reception (located on the 2nd floor) in person or by fax (657-622-8384). This request must be filed with the reception desk by (a) 10:00 a.m. the day of the hearing for cases that are calendared for the afternoon session; or (b) 4:00 p.m. the business day before the hearing for cases that are calendared for the morning session. The reception clerk shall immediately serve each of the parties with a copy of the request.

b. Recorded View of Minor: When photography or video recording is permitted during a delinquency court proceeding, the camera view must be restricted to the shoulders of the minor and below. No view of the front or back of the head of the minor and/or his/her family shall be recorded.

C. Identification, Check-in and Waiting Area

1. Identification: All members of the print and broadcast media must display visible identification at all times while inside Lamoreaux Justice Center

2. Check-In: Upon arrival at Juvenile Court, all members of the media shall inform Juvenile Court receptionist (located on the 2nd floor) of their presence. The receptionist shall inform the appropriate courtroom personnel of the names of the media representatives present so that their attendance can be assured when the case is called.

3. Waiting Area: Cameras and other recording equipment shall be used as directed by court security. Such equipment may not be stored or displayed in the lobby area where minors are present.

D. Locations for Interview, Recording, Photography or Video Recording without a Court order.

1. Inside:

a. In addition to any recording permitted in the courtroom by order of the court, interviews, video and/or sound recording are not permitted without order of Presiding Judge of Juvenile Court.

b. No photography or video recording shall take place in the hallways or lobby areas of the Lamoreaux Justice Center.

c. No photography or video recording shall take place in the courtrooms when court is not in session, before or after a case is formally called on-the-record.

2. Outside:

   a. Without the express consent of the child/minor, there shall be no photography or video recording of the child/minor or his/her family on the sidewalks or parking lot adjacent to the Lamoreaux Justice Center.

   b. Requests may be submitted for interviews and video and/or sound recording in the plaza adjacent to Lamoreaux Justice Center.

   c. No photography or video recording of juvenile shall take place at the security and/or booking entrance to the Juvenile Hall.

E. Pooling

Due to the small size of the 12 courtrooms and the limited seating available, in all cases where video recording of a delinquency case is permitted by court order for more than one broadcast media station, only a single camera shall be allowed in the courtroom. A condition of granting the order to record the courtroom session shall include a requirement that such stations arrange for a pooling and sharing of the recorded material.

F. Photography or Audio or Video Recording of Minors in Juvenile Institutions

Except upon order of the Juvenile Court, no photography or audio or video recording of minors in Juvenile Institutions within the jurisdiction of Orange County Juvenile Court is permitted.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 23rd day of November 2011

DOUGLAS J. HATCHIMONJI
PRESIDING JUDGE of JUVENILE COURT

Superior Court of the State of California
County of Orange

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
~~PHONE (714) 935-7000~~
~~FAX (714) 935-7638~~
657-622-5502

Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court Administrative Order No. 11/010-903

Juvenile Court Hearings

Access to Juvenile Court hearings are governed by Welfare and Institutions Code, section 346 (dependency proceedings) and section 676 (delinquency proceedings), and California Rules of Court, rule 5.530, which restricts public access to proceedings.

A. The following persons shall be entitled to be present at Juvenile Court proceedings:

1. All persons described in subdivision (b), of Rule 5.530, California Rules of Court.

2. Members of the public to the extent provided by Welfare and Institutions Code, section 676.

3. Victims and their support persons to the extent provided by Welfare and Institutions Code, section 676.5.

4. Persons providing statements to the extent provided by Welfare and Institutions Code, section 656.2.

B. The following persons may be admitted to Juvenile Court proceedings:

1. Persons the Court deems to have a direct and legitimate interest in the particular case or the work of the Court, pursuant to Welfare and Institutions Code, sections 346 and 676.

2. Persons requested to be present and consented to by the minor, pursuant to Welfare and Institutions Code, sections 346 and 676.

C. Guidelines regarding admission to Juvenile Court proceedings:

1. Pursuant to Welfare and Institutions Code, sections 346 and 676, persons with a direct and legitimate interest in the work of the Juvenile Court may include representatives of the press, law enforcement personnel, CASA, governmental agencies, community organizations and students. Admission of such persons

shall be only to the extent authorized by the Presiding Judge of the Juvenile Court.

2. Persons and organizations with a direct and legitimate interest in the work of the Juvenile Court seeking admission to court proceedings shall seek authorization from the Presiding Judge, by contacting Juvenile Court Administration.

3. Persons and organizations admitted to Juvenile Court proceedings pursuant to this administrative order shall be required to sign a confidentiality agreement acknowledging the provisions of this order.

4. The parties to the Juvenile Court proceeding may object to the admission of any person or organization to a court proceeding. The Court shall take any objection into consideration in the exercise of its discretion to admit such persons or organizations or the conditions of such admission.

D. Non-Publication/Dissemination of Juvenile Court proceedings:

1. Any member of the public admitted into a Juvenile Court hearing shall not publish or disseminate any information regarding any matter heard by the Juvenile Court, including but not limited to: the identity of any party, attorney, probation officer, social worker, witness, therapist; the allegations made in the petition[s]; the facts and circumstances of the matter; the orders and findings by the Court, unless permitted by statute, rule or court order. The terms "publish or disseminate" means: revealing information to any person through television, radio, newspapers, magazines, email, the Internet, or any form of social media, such as Facebook, Twitter, You Tube, blogs, or any form of personal communication.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 23rd Day of November, 2011

Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Superior Court of the State of California
County of Orange

Juvenile Court
341 THE CITY DRIVE
P. O. BOX 14169
ORANGE, CA 92613-1569
PHONE (714) 935-7000
FAX (714) 935-7638
657-622-5502

Chambers of
Douglas J. Hatchimonji
Presiding Judge of Juvenile Court

Juvenile Court Administrative Order No. 12/003-903

Exchange of Information

Juvenile case file information received by an authorized recipient shall be safeguarded from unauthorized access or disclosure and shall not be further released to any person or agency not authorized to receive such information by statute, court order, or other lawful process. No person or entity may copy or inspect confidential psychological, medical or educational information absent an order from the Presiding Judge of the Juvenile Court.

The disclosure of juvenile case files, the exchange of information between and among agencies concerned with court matters effecting children, the presence of persons at Juvenile Court proceedings and media coverage of Juvenile Court matters shall be governed by Welfare and Institutions Code Section 827, California Rules of Court 5.552, Local Rules under Section 903 and this Administrative Order.

A. INFORMATION REGARDING JUVENILE CASE FILES MAY BE OBTAINED AND DISSEMINATED UNDER THE FOLLOWING CIRCUMSTANCES:

1. Information Sharing

The Orange County Juvenile Court authorizes the exchange of information concerning current and former wards and dependents amongst all private or public agencies providing case planning, eligibility, and/or services delivered. This authorization includes, but is not limited to, the Orange County Probation Department, the Orange County Social Services Agency, the Orange County Health Care Agency, the Orange County Department of Education, the Regional Center of Orange County, and local schools. This authorization is contingent upon a need for information as it pertains to the conduct of official activities only.

If a doubt has been declared as to a minor's competency pursuant to WIC 709, this order applies upon filing of the petition.

2. Victims

Pursuant to Sections 730.6 and 730.7 of the Welfare and Institutions Code and Section 1214 of the Penal Code, the victim(s) is entitled to obtain all information allowed by law to pursue collection of restitution as if it were a money judgment. Upon authorization of the victim, the Orange County Probation Department is authorized to provide the victim(s) with a recorded abstract of judgment in order to enforce any restitution order pursuant to Penal Code 1214(b).

3. Discoverable Documents

On Dependency matters only, in order to promote the efficient exchange of discoverable documents, the Social Service Agency may attach police reports, medical records, and other documents to reports filed with the Court and such attached documents shall be deemed reproduced in full within the body of the report itself, for the purposes of determining the admissibility of the information contained in such documents, within the meaning of Welfare and Institutions Code, section 355, and In re Malinda S. (1990) 51 Cal.3d 368. All parties retain all rights to object to the admissibility of all or a portion of the information contained in such documents, only to the extent that a party could object had the information been reproduced in the body of the report itself. With respect to any attachments to reports, Social Service Agency shall ensure compliance with all applicable statutes, rules or regulations regarding the confidentiality of such records and/or the information contained therein, including, but not limited to: pursuant to Penal Code, sections 293, 11167, 11167.5, and the Health Insurance Portability Act (HIPAA). Upon request by any party or on its own motion, a juvenile court judicial officer may order that all or a portion of any attachments to reports be sealed, placed in a confidential envelope; or any information contained within any attachments be redacted; or dissemination of any attachments or information contained therein be restricted, pursuant to Welfare and Institutions Code, section 827.

4. Social Security Benefits

The Probation Department and the Social Services Agency may release juvenile case file information to the Social Security Administration for purposes of securing benefits for wards or dependents.

5. Law Enforcement Agencies

As to Delinquency matters only, information may be furnished by any law enforcement agency to any law enforcement agency, including the sharing of information by one law enforcement agency with another and the maintenance of the Sheriff's Central Juvenile Index. When the disposition of a minor taken into custody is available, it shall be included with any information disclosed. Information may include crime reports, arrest reports, fingerprints, and photographs. Information may be furnished to the United States Department of Defense, Investigative Service.

a. California Department of Justice

Information may be furnished to the State of California Department of Justice; however, the Department of Justice shall not knowingly transmit to any person or agency any information

relating to an arrest or taking into custody of a minor at the time of the arrest or taking into custody, unless that information also includes the result disposition. This section shall not be construed to prohibit the Department of Justice from transmitting fingerprints, photographs, or physical description and identification data of a minor to a law enforcement agency for the purpose of obtaining identification of the minor or from requesting the history of the minor from the agency.

b. Federal Bureau of Investigation

Information may be supplied to the Federal Bureau of Investigation provided that a disposition has been made and the minor has been declared a ward of the Juvenile Court pursuant to Welfare and Institutions Code 602 for a violation which might be punishable as a felony if committed by an adult.

c. Gang Membership

All school districts, police departments, the Orange County Probation Department, and the Orange County District Attorney, may release information to each other regarding any minor when any person employed by such a department, office or school district, who is requesting information, indicates he or she has a reasonable belief that the minor is a gang member or at significant risk of becoming a gang member. The parental notification requirements of Section 49077 of the Education Code are not applicable to oral or written communications made pursuant to this order, if there is a reasonable possibility that notification would thwart the purpose for which the information is exchanged.

d. Penal Code Section 186.22

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting violations of the Street Terrorism Enforcement and Prevention Act, Section 186.22 of the Penal Code.

e. Penal Code Section 667

Juvenile Court records of a ward or former ward may be made available to the District Attorney for purposes of prosecuting repeat offenders under the "three strikes" law, Section 667 of the Penal Code.

6. Military Recruiters

Information may be furnished to military recruiters upon presentation of the minor's written consent.

7. Child Death Review Team

Information including but not limited to autopsy reports, criminal records,, mental health records, physical health records, drug or alcohol information and reports, child abuse reports, and dependency case information may be shared with and amongst members of the Orange County

Child Death Review Team. Team members must be advised on confidentiality guideline and sign a confidentially statement.

8. Foreign Consulates

The Court authorizes the release and exchange of information concerning minors of foreign nationality who are wards or dependents of the Juvenile Court, are subject of a petition to declare the minor a ward or are the subject of an application for such petition, to the Consulate of the appropriate Government for the purpose of:

a. Establishing the minor's true name, date of birth, and legal residence,

b. To contact the minor's parents.

c. To assist the deputy probation officer or social worker in the preparation of a social study and provide any criminal record the minor may have in his/her native country,

d. To ascertain the financial status of the minor and family as it applied to the ability to pay restitution and legal expenses,

e. To conduct necessary interviews to expedite the process of the immediate return of the minor to his/her native country in those cases where no further legal proceedings are deemed necessary either by screening of the Orange County Probation Department or rejection of the pending petition by the Orange County District Attorney.

B. JUVENILE CASE FILES MAY BE INSPECTED BUT NOT COPIED WITHOUT A COURT ORDER BY:

1. A member of the child's multidisciplinary teams, person or agency providing treatment or supervision of the child;

2. A court-appointed investigator who is actively participating in a guardianship case involving a child pursuant to the Probate Code, and acting within the scope of his/her duties in that case;

3. A local child support agency for the purposes of establishing paternity and establishing and enforcing child support orders;

4. An Indian child's tribe, if the tribe has intervened in the child's case;

5. A Court Appointed Special Advocate, or CASA Administrative Personnel

C. JUVENILE CASE FILES MAY BE INSPECTED AND COPIED BY:

1. The district attorney, a city attorney, or a city prosecutor authorized to prosecute criminal or juvenile cases under the law;

2. The child who is the subject of the proceeding;

3. The child's parent(s);

4. The child's guardian(s);

5. An attorney for a party, including any trial court or appellate attorney representing a party in the juvenile proceeding or related appellate proceeding;

6. A judges, referee, other hearing officer, probation officer, and law enforcement officer who is actively participating in criminal or juvenile proceedings involving the child;

7. The county counsel, city attorney, or any other attorney representing the petitioning agency in a dependency action;

8. Member of a child protective agency as defined in Penal Code §11165.9;

9. The California Department of Social Services in order to carry out its duty to oversee and monitor county child welfare agencies, children in foster care or receiving foster-care assistance, and out- of-state placements;

10. The Juvenile Justice Commission;

11. A judge, commissioner or other hearing officer assigned to a family law or probate case with issues concerning custody or visitation, or both, involving the minor, if actively participating in the family law or probate case;

12. A court appointed investigator, evaluator or person conducting a court-connected child custody evaluation, investigation or assessment pursuant to Section 3111 or 3118 of the Family Code or Part 2 (commending with Section 1500) of Division 4 of the Probate Code, if actively participating in the family law or probate case;

13. Counsel appointed for the minor in the family law case pursuant to Section 3150 of the Family code. Prior to allowing counsel appointed for the minor in the family law case to inspect or copy the file, the court clerk may require counsel to provide a certified copy of the court order appointing him or her as the counsel for the minor, if actively participating in the family law case.

D. PROCEDURE FOR THE INSPECTION OF THE JUVENILE COURT FILES:

1. To inspect and/or copy Juvenile Court files, individuals and agencies authorized under sections II and III, above, must file a Declaration in Support of Request to Inspect and/or Copy Juvenile Court Records without Court Order (form L-0673). The declaration may be filed in the Juvenile Court.

2. Persons not authorized under sections I-III above, must obtain the Juvenile Court's authorization to inspect and/or copy Juvenile records via an 827 Petition to inspect and/or copy juvenile case files. The Petition must be filed on approved Judicial Council Forms (JV 569 –

574). The Petitioner must be specific as to the items requested and reasons for the request, as provided by California Rule of Court 5.552 (c) (1) & (2), as to the items requested and the reasons for the request. The Petition shall be filed at the Juvenile Court.

This Juvenile Court Administrative Order is to remain in effect until otherwise ordered by the Presiding Judge of Juvenile Court.

Dated this 29th day of March, 2012:

DOUGLAS J. HATCHIMONJI
PRESIDING JUDGE of JUVENILE COURT

EXHIBIT 2

EMPLOYEE ACKNOWLEDGMENT OF EMPLOYER

I acknowledge that I am an employee of **Satellite Tracking of People, LLC** and not of the County of Orange.

I understand that my employer, **Satellite Tracking of People, LLC** and not the County of Orange will be solely responsible for providing on my behalf, all legally required employee benefits.

I understand that the County shall not assume any liability for the payment of salaries, wages, benefits, or other compensation to, or on my behalf.

Greg Utterback

(Employee Name – Please Print)

(Signature of Employee)

EXHIBIT 3

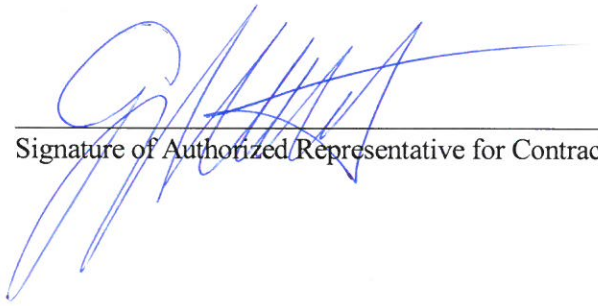
CERTIFICATE OF COMPLIANCE WITH ORANGE COUNTY CONFLICT OF INTEREST POLICY

Conflict of Interest: Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interest of the County.

This obligation shall apply to Contractor's employees, agents, relatives, sub-tier contractors, and third parties associated with accomplishing the work hereunder.

Contractor's efforts shall included, but not be limited to, establishing precautions to prevent its employees or agents from making, receiving, providing, or offering gifts, entertainment, payments, loans, or other considerations which could be deemed to appear to influence individuals to act contrary to the best interest of the County.

The Orange County Board of Supervisors' policy prohibits its public employees from engaging in activities involving conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.



Signature of Authorized Representative for Contractor

EXHIBIT 4
County of Orange Child Support Enforcement
Certification Requirements

A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10% or more in the contracting entity:

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

Name: _____

D.O.B: _____

Social Security No: _____

Residence Address: _____

C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and

D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

"I certify that Satellite Tracking of People LLC *is in full compliance with all applicable federal and state reporting requirements regarding its employees and with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignments and will continue to be in compliance throughout the term of Contract* MA-057-15010476 *with the County of Orange. I understand that failure to comply shall constitute a material breach of the Contract and that failure to cure such breach within ten (10) calendar days of notice from the County shall constitute grounds for termination of the Contract.*

Authorized Signature | Name: Greg Utterback | Title: Chief Development Officer